

Non-Disclosure Agreement

between

Kramer & Best Anlagenbau GmbH
Trinkbornstr. 18
D-56281 Dörth

hereinafter referred to as **K&B**

represented by

Dr. Markus Kramer

and

represented by

hereinafter referred to as **Supplier**.

Resulting from a collaboration with K&B, confidential information of a technical and/or commercial nature will be made accessible to the Supplier in an oral, written or electronic form, or in another form.

For the protection of the secrecy interests of K&B, the following is agreed:

§ 1 Duty of secrecy/dealings with confidential information

(1) The Supplier shall be obliged to keep secret all confidential information made accessible to him by K&B, and to take the necessary measures to ensure that unauthorised, that is, third parties as well as persons other than the employees listed in § 1 (2) are not able to gain knowledge of the confidential information.

(2) The Supplier shall make confidential information accessible only to those employees who are obliged to secrecy in terms of employment law, and who are also obliged to maintain secrecy on the information obtained for a period of five years after leaving the Supplier. On request, the Supplier shall inform K&B as to the employees who have gained knowledge of confidential information from K&B.

(3) The Supplier shall only make the confidential information accessible to other employees and third parties, in particular customers or other business partners, after prior written consent has been obtained from K&B and on condition that these employees and third parties are correspondingly obliged to secrecy in terms of this secrecy agreement.

(4) Notwithstanding the previous clauses, the Supplier shall take note of the following when dealing with confidential information:

Personified confidential information, in particular in the form of written documents, data media or objects shall always be treated with utmost care. The production of copies thereof in whatever form shall be limited to the extent that is absolutely necessary for fulfilment of the contract on the part of the Supplier for K&B. The personification of confidential information, including any reproduction, shall be furnished to K&B on request from K&B, or shall be destroyed at the discretion of K&B. To this extent, the Supplier shall have no right of retention.

(5) Additional statutory obligations to secrecy on the part of the Supplier shall not be affected by this secrecy agreement.

§ 2 Object, extent and duration of the obligation to secrecy

(1) The object of the obligation to secrecy shall be all confidential information, in particular in the form of documents, drawings, data, objects, research and development results, unpublished trademark applications etc. that K&B makes accessible, has already made accessible or has already handed over to the Supplier resulting from a collaboration. Oral briefings relating to collaboration shall also fall under the obligation to secrecy.

(2) Information shall not be or shall no longer be confidential if it was already known to the Supplier before it was made public by K&B, if it is prepared independently by the Supplier or otherwise legally acquired or it is common knowledge or becomes common knowledge without breach of the obligations to secrecy on the part of the Supplier in terms of K&B.

(3) The burden of proof that information made accessible to him by K&B is not secret or is no longer secret pursuant to § 2 Para. (2) shall be borne by the Supplier.

(4) The declaration of secrecy on the part of the Supplier shall be valid for an unspecified period of time. The Supplier and K&B may give 3 months notice of termination in writing at any time. The obligations to secrecy on the part of the Supplier for confidential information made accessible to him during the period of validity of the secrecy agreement shall remain unaffected by such notice.

§ 3 Restrictive covenant /rights

(1) All rights to confidential K&B information shall remain exclusively with K&B. The Supplier shall be obliged not to use confidential information received from K&B for his own purpose or the purposes of others without separate, express, written consent of K&B, or to register commercial trademarks or cause same to be registered. In particular, the Supplier shall not be entitled to exploit confidential information obtained from K&B for himself or for a third party on termination of the collaboration.

(2) Where K&B initiates the registration of trademarks based on or using confidential information made public by the Supplier, the Supplier shall by contrast not derive either rights to usage in advance from the confidential information made available to him, nor assert the objection of public prior use or prior knowledge prejudicial to novelty or similar persuasion or objections.

§ 4 Effectiveness in favour of other companies in the K&B Group

(1) The provisions in this secrecy agreement shall simultaneously apply in the sense of a genuine contract in the favour of third parties for all other companies in the K&B Group

(2) The K&B Group consists of all companies where K&B holds at least 50% either directly or indirectly.

The K&B Group currently consists of:

Kramer & Best Anlagenbau GmbH, Trinkbornstr. 18, D-56281 Dörth
Kramer & Best WISERV GmbH, Niederlassung D-55122 Mainz
Kramer & Best Process Engineering GmbH, Brehnaer Str. 6, D-06188 Landsberg

(3) This entitlement shall apply to future companies that become part of the K&B Group from the point in time where the association of the company in question to the K&B Group is recognisable by the Supplier.

(4) Where other agreements as to the maintenance of secrecy on the part of the Supplier exist or are concluded between the Supplier and K&B or individual companies in the K&B Group, these shall have priority in the case of contradiction.

§ 5 Salvatory clause

Where a provision of this secrecy declaration is or becomes ineffective or a loophole exists, the effectiveness of the remaining provisions shall remain unaffected. An effective provision that most closely approximates the commercial intention of the parties shall instead be agreed upon; the same shall apply in the event of a loophole.

§ 6 Applicable law, place of jurisdiction

(1) The secrecy agreement shall be subject to German law with the exclusion of remittal or referral. The validity of the UN Law of Sale (CISG) shall be excluded.

(2) For all disputes arising from or in connection with this secrecy agreement, the courts having jurisdiction at the domicile where K&B is registered shall be competent; K&B shall however at its own discretion be entitled to institute legal proceedings against the Supplier before the court having jurisdiction at the domicile of the Supplier's registered location.

Place, Date

Place, Date

Signature

Signature