

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

by and between:

Company A, a German Corporation having its principal place of business at ... ("Company")

and

Company B Inc. a U.S. corporation with its principal place of business at ... ("Recipient").

1. Definition of Confidentiality. "Confidential Information" refers to any (i) information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, and services of Company, or (ii) non-technical information relating to Company's products, including without limitation pricing, margins, merchandising plans, strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company.

2. Nondisclosure and Nonuse Obligations. Recipient will maintain in strict confidence and will not disclose, disseminate or use any Confidential Information belonging to Company, whether or not in written form. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those employees who need to know such information, and certifies that such employees are bound by a confidentiality agreement.

3. Survival. This Agreement shall govern all communications between the parties. Recipient understands that its obligations under section 2 shall survive the termination of any other relationship between the parties. Upon termination of any relationship, Recipient will promptly deliver to Company (without retaining any copies) all documents and other materials furnished to Recipient by Company.

4. Governing Law and Jurisdiction. This Agreement shall be governed exclusively by German law. The courts of ..., Germany shall have exclusive jurisdiction.

5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law. Company shall be entitled to injunctive relief and / or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

6. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of ...

COMPANY:

RECIPIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____