

MUTUAL NON-DISCLOSURE AGREEMENT

by and between

oP group Germany GmbH, Birkenstr. 25-27, 63549 Ronneburg / Germany

and

each herein called "Party" and both collectively called the "Parties."

WHEREAS, the Parties negotiate to enter into a business relationship. In the course of such negotiation or subsequent business relationship, each Party may be exposed to proprietary or confidential information of the other Party. The Parties have entered into this Agreement in order to protect their rights with respect to any such information in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Confidential Information. Any information (written or oral), including but not limited to trade secrets, processes, formulae, data, know-how, products, designs, drawings, computer aided design files and other computer files, computer software, bills of materials, ideas, improvements, inventions, training methods and materials, manufacturing processes, sales information, marketing techniques, quotes, concepts, plans, strategies, budgets, financial information, forecasts, customer lists, pricing policies and other documentation (hereinafter referred to as the "Confidential Information") which is disclosed by a Party, or otherwise acquired by the receiving party, in the course of the Parties' negotiations or business relationship is Confidential Information intended solely for the use of the Parties for their business relationship. The Parties recognize and acknowledge that Confidential Information constitutes valuable, secret, special, and unique assets of each of the Parties. The Parties acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential" nor to transfer it between the Parties during the course of the negotiation or business relationship by confidential envelope or communication, in order to preserve the confidential nature of the information. Confidential Information, however, shall not include any information which:

- (a) is or hereafter becomes known and available to the general public through no act or omission of the receiving Party which is, directly or indirectly, in violation of the receiving Party's obligations under this Agreement;

- (b) is subsequently disclosed without restriction to the receiving Party by a third party who had the right to make such disclosure and who did not, directly or indirectly, receive such information through a party who was obligated not to disclose the same;
- (c) is required to be disclosed by any applicable judgment, order or decree of any court, governmental body or agency having jurisdiction or by any applicable law, rule or regulation; provided that in connection with any such disclosure, the receiving Party shall use its best efforts to give to the disclosing Party reasonable prior notice of the disclosure of any information;
- (d) is disclosed to a third party on a non-confidential basis by the Party who owns such information; or
- (e) was known by the receiving Party prior to disclosure or independently developed by the receiving Party without knowledge of, reliance upon, or use of the disclosing Party's Confidential Information.

Information shall not be disqualified as Confidential Information under the foregoing exceptions (1) merely because it is embraced by more general or generic information which is in the public domain or available from a third party, or (2) if it can only be reconstructed from information taken from multiple sources, none of which individually shows the whole combination (with matching degree of specificity), its principle of operation and/or the relevant use or method of use, as applicable.

2. Protection of Confidential Information. Each Party shall take all reasonable steps to protect the confidentiality of the other Party's Confidential Information. The receiving Party shall not, without the prior written consent of the disclosing Party:

- (a) disclose the Confidential Information to any other person or entity except to its own employees who have a "need to know" such Confidential Information in the course of the performance of their duties and who are informed of the obligations of this Agreement;
- (b) copy or reproduce the Confidential Information except as is necessary to further the objectives of the relationship between the Parties hereto (all such copies, however, shall include a confidential identification marking and shall be governed hereby); or
- (c) use the Confidential Information except to further the objectives of the business relationship of the Parties.

- (d) both parties agree not to recruit or hire each others employees directly or indirectly as a consultant or agent for a period of two (2) years during or after termination of this agreement.

3. Protection of Confidential Information. Confidential Information will remain the property of the disclosing Party notwithstanding disclosure hereunder. Disclosure of Confidential Information hereunder shall not be deemed to constitute a grant, by implication or otherwise, of a right or license to the Confidential Information of the disclosing Party.

4. Return of Confidential Information. Each of the Parties shall, upon the written request of the other Party, or upon termination of the relationship under this Agreement, return to the other Party all Confidential Information received pursuant to this Agreement and all copies and reproductions thereof.

5. Patent or Copyright Infringement. Nothing in this Agreement is intended to grant either Party any rights in or to the other Party's Confidential Information, except for the limited right to use such Confidential Information for the Party's business relationship.

6. Enforcement. The Parties agree that damages at law will be an insufficient remedy to the Parties if a Party violates (the "Violating Party") the terms of this Agreement, and that the other Party (the "Non-Violating") would suffer irreparable damages as the result of such violation. Accordingly, the Parties agree that the Non-Violating Party shall be entitled, upon application to a court of competent jurisdiction, to obtain temporary and permanent injunctive relief to enforce the provisions of this Agreement, which injunctive relief shall be in addition to any other rights or remedies available to the Non-Violating Party. The period of time during which the Violating Party is restricted from engaging in the business practices described herein shall be extended by any length of time during which the Violating Party is in breach of such restrictions.

7. Construction. These restrictive covenants shall be construed in favor of providing reasonable protection to each of the Parties legitimate business interests. The existence of any claim or cause of action that a Party may have against the other Party shall not constitute a defense to the enforcement of these covenants by a Party. Furthermore, the Parties agree that if any portion of the covenants set forth herein are held to be unreasonable, arbitrary or against public policy, then such portion of the covenants shall be considered divisible as to time, geographic area or condition. If any court of competent jurisdiction determines the specified time period or the specified geographic area to be unreasonable, arbitrary or against public policy, then a lesser time period or geographical area, which is determined to be reasonable, not arbitrary and not against public policy, may be enforced against Violating Party. The Parties agree that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent of the business relationship between the Parties. The waiver by a Party of the other Party's breach of any provision of the foregoing

covenants shall not be construed as a waiver of any other provisions hereof or of any subsequent breach by said Party.

8. Termination of Business Relationship. The termination of Parties' negotiations or business relationship shall not release either Party from any of obligations under this Agreement, which shall all remain in full force and effect.

Dated: _____

First Party: oP group Germany GmbH

Signature: _____

Printed Name: _____

Second Party: _____

Signature: _____

Printed Name: _____