

NON-DISCLOSURE AGREEMENT

between

WESTFALIA TECHNOLOGIES &
GMBH & CO. KG
Am Teuto 1
D-33829 Borgholzhausen

(hereinafter referred to as "WESTFALIA")

(hereinafter referred to as "SUPPLIER")

– WESTFALIA and SUPPLIER individually or collectively also referred as "Partner" or "Partners",
as the case may be –

With a view to their intention to exchange confidential information, the Partners agree as follows:

1. The Partners intend to exchange confidential information with a view to the following joint project:
2. The Partners undertake that they shall treat as confidential all information received or obtained from the other Partner in the course of the project and to use such information only in connection with the project described in Section 1 herein above. Information within the meaning of this Agreement also includes information disclosed to a Partner by an affiliated company (within the meaning of section 15 of the German Stock Corporation Act [AktG]) of the other Partner.

The Partners undertake to each other, among other things, that they shall not disclose such information to third parties nor otherwise make such information available to any third parties and that they shall take all appropriate precautions to prevent third parties from gaining access to such information. Affiliated Companies (within the meaning of section 15 of the German Stock Corporation Act [AktG]) of the Partners shall not be deemed to be third parties if they are bound to secrecy in accordance with the provisions of this Agreement.

Exceptions from the above obligations are allowed only with the prior written consent of the Partner from whom the information was originally obtained.

3. Information within the meaning of Section 2 herein above includes without being limited to:
 - > the content of the project;
 - > the proposed time schedules, targets, and ideas for the project;
 - > outcomes obtained or used in the course of the project;
 - > unpublished intellectual property rights;
 - > other information not in the public domain, including without limitation insights into operational circumstances and processes which either Partner obtains with regard to the other Partner in the course of the project.

4. The confidentiality obligations under this Agreement also apply to all employees of the Partners. The Partners undertake that they will impose corresponding duties of confidentiality to such persons, if such duties of confidentiality are not already laid down in the pertinent employment contract.

5. The confidentiality obligations under this Agreement do not apply if and insofar it can be shown that the relevant information:
 - > is in the public domain; or
 - > becomes generally known through no fault of the Partner bound by confidentiality obligations; or
 - > was or is lawfully obtained by a third party without obligation of confidentiality; or
 - > is held by the receiving Partner when obtained from other Partner; or
 - > is developed by the receiving Partner independently of disclosure; or
 - > must be disclosed by the receiving Partner due to obligations imposed by a court of government authority. The Partner thus obligated shall use its best efforts to ensure confidential treatment of such information by the court or government authority and shall immediately notify the other Partner about the disclosure request.

6. The Partners agree that after termination of their cooperation each of the Partners shall upon request immediately return or destroy, as appropriate, all written or otherwise recorded information, tapes, disks, etc. (including any copies and samples made) received from the other Partner in the course of the project, with the exception of copies which the receiving Partner is keeping as evidence of the content and progress of the project.

7. This Agreement and the mutual disclosure of information as well as the delivery of data, drawings, samples, etc., regardless of whether or not covered by intellectual property rights, do not constitute any grant of title, license right, construction license, right to use or other rights whatsoever.

8. This Agreement comes into force upon being signed by both Partners and remains in effect until the end of the project. The duties of confidentiality under this Agreement remain in effect beyond completion or termination of the Project described in Section 1 herein above.

9. There are no oral collateral agreements. Any modifications and amendments to this Agreement must be made in writing in order to be effective. The same applies to the requirement of the written form as such.

10. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany under exclusion of any conflict of laws.

11. The exclusive place of jurisdiction is Bielefeld, Germany.

**WESTFALIA TECHNOLOGIES
GMBH & CO. KG**
Am Teuto 1
D-33829 Borgholzhausen

Borgholzhausen, dated

dated

Purchasing Manager
(Company seal and signature)

Managing director
(Company seal and signature)