

Confidential

NON-DISCLOSURE AGREEMENT

between AdvanIDe companies worldwide

and

**AdvanIDe Europe GmbH, & AdvanIDe Holdings Pte Ltd**

Am Klingenberg 6A

111 Somerset Road

65396 Walluf

TripleOne Somerset #05-08

Germany

Singapore 236164

**& AdvanIDe Americas, Inc.**

19 Sylvester Road,

Natick, MA 01760

Boston

**WHEREAS**

the Parties may have disclosed and will further disclose certain confidential information (hereinafter referred to as "Information") for the purpose of

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\_\_\_\_\_

\_\_\_\_\_

(hereinafter referred to as "Business Purpose").

**WHEREAS**

The Parties wish to define their rights and obligations with respect to said Information by establishing the basis upon which said Information and / or documents will be disclosed by one party (hereinafter referred to as the "Disclosing Party") and received, held, safeguarded by the other party (hereinafter referred to as the "Receiving Party").

1. For the purposes of this Agreement, Information means information relating to one party which is made available by such party to the other party for the Business Purpose, including but not limited to technical documentation, analyses, studies, knowledge and samples but excluding Information which:

- I. is publicly available or becomes publicly available (other than as a result of disclosure by the Receiving Party or any other person contrary to the terms of this Agreement; or
- II. was available (as can be demonstrated by the Receiving Party's written records or other reasonable evidence) to the Receiving Party or another person to whom it is furnished hereunder free of any restriction as to its use or disclosure prior to its being so furnished; or
- III. becomes available to the Receiving Party (as can be demonstrated by the Receiving Party's written records or other reasonable evidence) from a source other than the Disclosing Party, which source is not bound by any obligation of confidentiality to the Disclosing Party in relation to such Information; or

- iv. is independently developed by the Receiving Party;
- v. or is required to be disclosed, retained or maintained by law or any regulation or any governmental organization. Confidential Information may also be handed out by a third party appointed by the Disclosing Party (i.e. manufacturer).

## 2. Both Parties shall

- I. treat the Information with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own Information of like importance which is to be kept confidential; Confidential
- II. keep the Information relating to the other party secret and confidential and not disclose any of it to any third person and only make it available to the Receiving Party's executive board, directors, employees, advisers or subsidiaries and affiliates who need to know the same for the Purpose;
- III. use the Information only for the Business Purpose unless the Disclosing Party gives its prior written consent to such Information being used for some other agreed purpose;
- IV. keep the Information, relating to the Disclosing Party, and any copies thereof secure and in such way so as to prevent unauthorized access by any third party, nor make any copies of it or reproduce it in any form;
- V. ensure that its employees and advisers comply with the obligations of non-disclosure arising from this Agreement;

3. Either Party shall have the right to refuse to accept any Information under this Agreement prior to any disclosure and nothing herein shall obligate either Party to disclose any particular Information.

4. All Information exchanged between the Parties pursuant to this Agreement shall upon respective request of the Disclosing Party either be returned to the Disclosing Party or be destroyed. On request the Receiving Party shall supply a written certificate signed by any of its directors confirming the destruction of the Information. 5.

The Information, relating to the other party, shall remain the property of such other party (as Disclosing Party) and its disclosure shall not confer on the other party (as Receiving Party) any rights. No license is hereby granted by either party to the other party, directly or indirectly, under any patent, trademark, trade secret or other intellectual property.

6. The Parties disclaim any warranty for the correctness and completeness (including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement) regarding Information under this Agreement.

7. The Agreement shall continue in force for three years from the signing of this Agreement. Thereafter it shall automatically continue unless terminated upon thirty days prior notice in writing. The obligations accruing prior to termination as set forth herein, shall, however, survive the termination of this Agreement for a period of two years.

8. This Agreement shall be governed and construed by the laws of Germany, without regard to any conflict of law principles leading to the application of the laws of any other jurisdiction. The Parties hereby submit to the exclusive jurisdiction of the German courts. Venue shall be Wiesbaden, Germany.

9. If any of the provisions of this Agreement are or become wholly or partly void, invalid or unenforceable, this shall not affect the validity of the remaining provisions. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

10. This Agreement may not be assigned by either party without the prior written consent of the other.

11. Insofar as one of the Parties undergoes a transformation by change in its legal form preserving its identity or by a change in legal personality due to merger, break up or transfer of assets this Agreement shall be continued with the newly formed legal successor or the legal successor taking over one of the Parties.

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Singapore, Date

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Holger Roessner,  
AdvaniDe Europe GmbH &  
AdvaniDe Holdings Pte Ltd &  
AdvaniDe Americas, Inc

\_\_\_\_\_  
Signatory Name/Signature