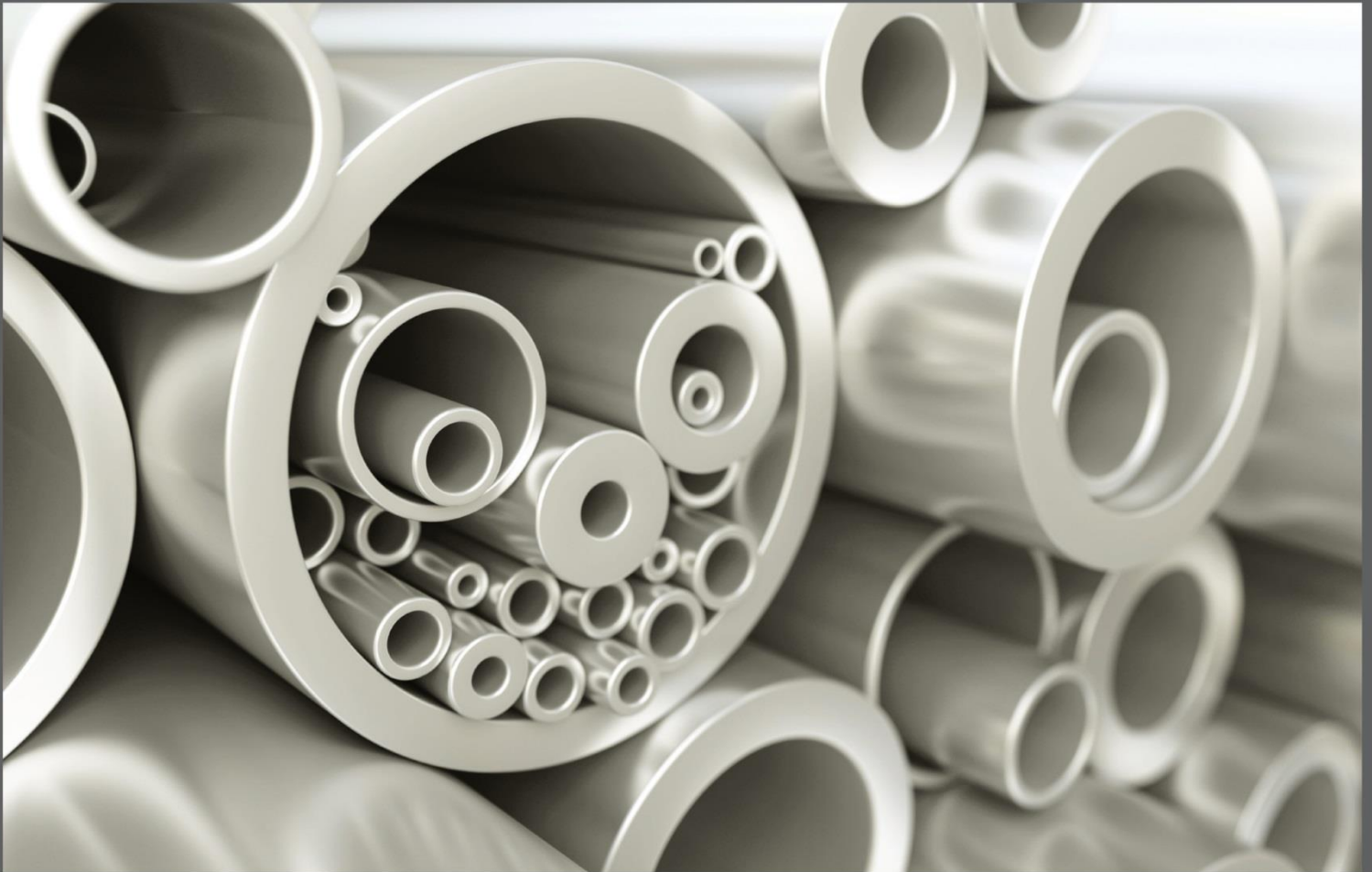


CONFIDENTIALITY AGREEMENT



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between

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and

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(Seeberger and the contractor jointly referred to as partners or individually as partner)

PREAMBLE

Seeberger requires calling upon external contractors to perform contract reviews, research, preliminary examinations, and engineering of new products, batch designs and batch supplies. The same may be done by way of a free-lance cooperation or on the base of a signed contract. Seeberger GmbH & Co. KG personnel will be integrated in these activities. This will include the definition of technical details, exchange of know-how, specifications, drawings, documentations and other information. Keeping the same confidential will be of importance to the partners. To this extent the partners acknowledge the necessity for a confidential treatment of such specifications / information concluding this Confidentiality Agreement with the following conditions:

Information shall mean all specifications, data, files, documentations and other information received from the other party irrespective of the same having been expressly classified or earmarked as confidential or secret.

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1. Either partner undertakes to keep all information received from the respective other partner confidential disclosing the same neither directly nor indirectly to any third party be it verbally, in writing or any other way.
This includes taking precautions or action to protect data from third party access. Inasmuch as any third party needs to be involved in the intended activities for the fulfilment of contractual obligations the transfer of the information received requires the prior approval in writing to be obtained from the party providing the information. In such a case any third party involved shall be obligated to keep the respective information confidential.
2. Each partner undertakes to use any information received from the respective other partner for the purpose stated in the preamble or performance of work under the signed contract only.
3. Either partner reserves all rights to the information transferred including copyrights and those needed to apply for industrial property rights, unless the partners enter into a different kind of agreement, which is tied to a specific project. A transfer of information shall entitle the receiving partner to no license or option for a license. Such restriction shall apply likewise for any third party that might be involved.
4. The transferring partner assumes no warranty or liability with respect to correctness, lack of faults, freedom from third party industrial property rights, completeness and/or usability of the information transferred.
5. Either partner undertakes to give access to the information received from the respective other partner to such employees only who are involved in the realisation of the project or the performance of the contract and need to know and to such extent only as will required to reach the objective.
6. The receiving partner may proceed with the duplication of such information transferred only when expressive approval in writing has been obtained from the supplying partner. This obligation to obtain prior approval shall not apply for duplications, which are required for the realisation of the project or performance of the contract.
7. Any publication by either partner from and about the other partners sphere of business, in particular about business contracts concluded, business contacts, products, designs, ways of production and so on require the other partner's expressive prior approval in writing.
8. The partners shall coordinate any publication about their cooperation and the results to be obtained thereby with respect to timing and content. This clause has been included in due consideration that either partner would suffer a loss of rights to apply for industrial property rights caused by any publication initiated by the respective other partner.

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9. The above obligations to a confidential handling and purposeful use of know-how or information shall have no effect whenever proof can be provided that the same
- a) was known and generally accessible to the public at the time they were handed out/transferred, or
 - b) have come into the public domain through third parties or the transferring partner after the receiving partner has received them,
 - c) had been or will be rightfully received from a third party, or
 - d) had already been disclosed to the receiving partner at the time of receipt.
10. The Confidentiality Agreement shall enter into force at the time of its signing by both partners. It also includes all information the partners have exchanged prior to their cooperation in the context of orders or meetings.
11. The Confidentiality Agreement shall come to an end 10 years after the day of its signing or 10 years after completion of the project or 10 years after termination of the business relationship or cooperation, provided that no other agreement between the partners will be reached at a later time.
12. Upon termination of the Confidentiality Agreement, in compliance with item 12, the partners shall return to each other the transferred files, documentations, samples and other specifications respecting a reasonable period of time, unless this matter has been settled in a different way. The same shall apply for duplications, which may have been prepared.
13. The be effective alterations and amendments to this Confidentiality Agreement shall be made out in writing.
14. The laws of the Federal Republic of Germany shall govern this Confidentiality Agreement. Place of jurisdiction for possible disputes resulting from or in the context with this Confidentiality Agreement is Lüdenscheid.

Customer:

Date:	Name:	Function:	Signature:
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Supplier:

Date:	Name:	Function:	Signature:
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