

# OBLIGATION OF NON-DISCLOSURE

FIRM NAME: .....  
ADDRESS: .....  
.....

For the purpose of establishing business relations and transacting business it is necessary to disclose trade secrets and/or technical know-how, documents, drawings, plans, articles, etc. (hereinafter referred to as "INFORMATION") which encompass details and relationships which are not well known technology standard, including patentable inventions. To ensure that improper use of the INFORMATION received is excluded to the greatest possible extent, and to prevent any disadvantage to KOSTAL, we give **Leopold Kostal GmbH & Co. KG**, Wiesenstrasse 47, 58507 Lüdenscheid, Germany, ("KOSTAL") the following undertaking:

1. Any INFORMATION received from KOSTAL will be treated strictly confidentially, as if it were our own trade secret, and will not be passed on to third parties nor employed for our own commercial use or for other customers without the prior written consent of KOSTAL.
2. Any INFORMATION which is already public knowledge or otherwise generally accessible at the time it is disclosed by KOSTAL to us or our employees and representatives is excluded from this obligation.
3. This obligation will be extend in the same kind to all our employees and appointed representatives who may become acquainted with the INFORMATION, regardless of the type and legal designation of their occupation. We will advise the above mentioned persons and commit them accordingly. We shall endeavour to keep the circle of employees involved to a minimum in the interests of protecting confidential information.
4. We are not entitled to derive any licensing, reproduction, privilege or other rights on the basis of this obligation or the communication of technical details and consequences - no matter whether patent rights exist for the same or not. In the event that the disclosed INFORMATION contains patentable inventions, we acknowledge that KOSTAL reserves all rights to KOSTAL, in particular the intellectual property rights.
5. Should any infringement of the above conditions occur for which we are liable, KOSTAL shall be entitled to cancel at once from all existing contracts with us and to lodge a claim for compensation against us.
6. The obligation of Non-Disclosure expires in each case at the earliest 5 years following the communication of each individual piece of confidential INFORMATION or at least 3 years after termination of any contractual relationship between both parties.
7. In case of any kind of claim in reason of this obligation, the parties will mutually agree only a place of jurisdiction in Germany. German law applies.

(Place:),....., (Date:) .....

.....  
(Name, position)

.....  
(Company stamp)

.....  
(Signature)