**Non-Disclosure Agreement**

between

MICRONEL AG, Zürcherstrasse 51, CH-8317 Tagelswangen, wherein each company/organization connected to MICRONEL AG shall be deemed to be included in this agreement

and

………………………………………………………………………………………………………………………………………………………….

………………………………………………………………………………………………………………………………………………………….

(Company)

The Parties are considering to establish a business relationship concerning the development of …………………….. ("The Purpose"). The parties wish to discuss these matters in greater detail and for this purpose have agreed to disclose to one another certain information on a confidential basis. The parties expressly acknowledge that this agreement is entered into for the purpose of allowing the exchange of information to further "The Purpose". Unless otherwise agreed upon in writing, neither party shall be required to enter into any agreement with the other or with a third party.

It is hereby agreed as follows:

1. Definition  
     
   The following expressions shall have the meanings specified below:

"Confidential Information"

All information, which is of a confidential nature including but not limited to, any or all of the following: intellectual, technical, scientific or commercial, information relating to trade secrets, know-how, inventions (subject to patent application or not), techniques, processes, algorithms, software, schematics, software source documents, contracts, customer lists, financial information, sales and marketing plans and information and business plans; and any such information concerning affiliates or business relationships of the contracting parties.

"Disclosing Party"

The party disclosing Confidential Information to the other, which may be MICRONEL AG or the Company, as applicable.

"Receiving Party"

The party receiving Confidential Information from the other, which may be MICRONEL AG or the Company, as applicable

1. Confidentiality  
     
   The parties undertake for the period of the cooperation the following agreement:
2. to keep Confidential Information from the Disclosing Party strictly confidential and not to disclose the Confidential Information to third parties or allow third parties access to the Confidential Information without the Disclosing Party's written consent
3. to protect such Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information against disclosure to third parties
4. not to use such Confidential Information except for "The Purpose"
5. to limit disclosure within the own organisation to such employees who have a reasonable need-to-know
6. not to copy such Confidential Information except as may be reasonably necessary for "The Purpose"
7. not to copy and produce or let produce for own sake or third parties related to know how developed by Disclosing or Receiving Party

The aforesaid shall not apply to Confidential Information which, at the time it is received or obtained by the Receiving Party

1. is lawfully known to the Receiving Party without binder of secrecy; or is received or obtained by the Receiving Party without restriction from a source permitted to disclose it other than the Disclosing Party and/or an agent or affiliate of the Disclosing Party, or
2. is or becomes publicly available through no breach of this Agreement by the Receiving Party, or
3. is independently developed by the Receiving Party, any of its affiliates or any third party on behalf of the Receiving Party, in each case without reference to the Disclosing Party's information
4. is required (by deposition, interrogatory, request for documents, or similar legal or administrative process) in any legal or other governmental proceeding, or by any court order, law, or applicable regulation, to be disclosed by Receiving Party. In such event, the Receiving Party shall provide the Disclosing Party with prompt written notice of such request or requirement so that the disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained or the Disclosing Party grants a waiver hereunder, the Receiving Party may furnish that portion of the "Confidential Information" which the Receiving Party is legally compelled to disclose or else stand liable for contempt of suffer other material censure or penalty.

The burden of proof with regard to any exception being applicable rests on the Receiving Party. Specific disclosures made hereunder shall not be deemed to be subject to any of the above exceptions merely because they are embraced by general disclosures in the public knowledge or literature or in possession of the Receiving Party, and any combination of features disclosed hereunder shall not be deemed subject to the above exceptions merely because individual features are in the public knowledge or literature or in the possession of the Receiving Party.

1. The Receiving Party shall have the right to refuse to accept the information that it considers not necessary to be disclosed or the information, which is in the possession of the Receiving Party.

No separate warranty as regards information at this stage. Respective issues as regards any reps/warranties for products could be addressed within the final agreement.

1. Intellectual Property Rights

The Confidential Information, and all documents, devices and copies thereof containing (any part of) the Confidential Information, will remain the exclusive property of the Disclosing Party or (where applicable) its licensors or affiliates. This Agreement does not grant any right to use the Confidential Information, except as expressly provided in this Agreement.

1. At the request of the Disclosing Party, the Receiving Party shall either destroy or return promptly to the Disclosing Party, or its nominee
2. all Confidential Information of the Disclosing Party in tangible form which is in the possession of the Receiving Party
3. to delete all Confidential Information of the Disclosing Party in form of saved data in software programs
4. destroy all notes, analyses or treatments, containing or referring to Confidential Information
5. confirm the accomplishment of the above measures within 30 days to the Disclosing Party, or its nominees.

Notwithstanding the foregoing, the Receiving Party may keep copies for internal or regulatory compliance purpose, however without be entitled to use them for any other purpose anymore.

1. Miscellaneous

No modification to this Agreement shall be binding on any of the Parties unless such modification is in writing and signed by authorised representatives of the Parties.

The Parties shall not assign the rights under this Agreement without the prior written consent of the other Party.

This Agreement is entered into for the period of the cooperation and the following ……. (..) years after termination of cooperation. If the parties do not enter into a business relationship the obligations shall be effective for a period of …… (..) years after mutual signature of this agreement.

This Agreement shall not be construed in any manner to be an obligation to enter into a contract. Either Party shall at all times be entitled to stop the exchange of information and/or the discussions regarding "The Purpose" without incurring any liability whatsoever.

This Agreement shall be governed by the laws of Switzerland. All disputes, however arisen, concerning this Agreement, will be exclusively judged by the competent court of Zurich, Switzerland.

MICRONEL AG ………………………………………………………………..

Name: ………………………………………. Name: ……………………………………………

Position: ……………………………………….. Position: ……………………………………………

Tagelswangen, …………………………………… …………………………….., (Date)……..………………