



NON DISCLOSURE AGREEMENT

..... HEREINAFTER CALLED RECIPIENT

AND

INTENSIA, HEREINAFTER CALLED INTENSIA

AGREE AS FOLLO:

THE RECIPIENT RECEIVES/EXPERIENCES OR HAS ALREADY RECEIVED/EXPERIENCED FILES, WORKS, CONCEPTS, FACTS AND/OR OTHER WRITTEN AS WELL AS ORAL STRICTLY CONFIDENTIAL INFORMATION, WHICH ARE PERSONAL INTELLECTUAL CREATIONS OF INTENSIA.

THE RECIPIENT IS REQUIRED TO KEEP ALL THE ABOVE STRICTLY CONFIDENTIAL AND TO MAINTAIN CONSTANT DISCRETION WITH RESPECT TO THIRD PARTIES AS WELL AS TO NOT DISCLOSE OR DISTRIBUTE ANY INFORMATION UNDER ANY CIRCUMSTANCES.

IF NO ORDER IS PLACED AFTER ACCOMPLISHING THE PURPOSE AGREED UPON FOR THE EXCHANGE OF INFORMATION, THE RECIPIENT AGREES TO PROFESSIONALLY DESTROY ALL INFORMATION (E.G., AUDIO FILES, ELECTRONIC AND NON-ELECTRONIC WRITTEN DOCUMENTS) AND TO CONFIRM THIS IN WRITING TO INTENSIA WITHIN 7 BUSINESS DAYS. ANY INFORMATION RECEIVED, SHALL NOT BE USED BY THE RECIPIENT OR THIRD PARTIES FOR THEIR OWN PURPOSES, NOT EVEN IN DERIVED FORM.

NEGLIGENT INFRACTIONS WILL BE DETERMINED AND COMPENSATED BY AN APPROPRIATE CONTRACTUAL PENALTY THROUGH EXPERT OPINION. SELECTION AND APPOINTMENT OF THE EXPERT WILL BE MADE BY INTENSIA. ALL COSTS INCURRED IN THIS REGARD SHALL BE BORNE BY THE RECIPIENT. PLACE OF JURISDICTION IS MUNICH.

SHOULD ONE OR MORE CLAUSES BECOME INVALID, THIS SHALL NOT AFFECT THE EFFECTIVENESS OF THE REMAINING CLAUSES. THE PARTIES COMMIT THEMSELVES TO REPLACE THE INVALID PROVISION BY ONE WHICH IS AS CLOSE AS POSSIBLE TO THE PURPOSE OF THE ORIGINALLY INTENDED.

PLACE, DATE SIGNATURE OF THE RECIPIENT