

NON-DISCLOSURE AGREEMENT

between

PAN Biotech GmbH,
Am Gewerbepark6,
94501 Aidenbach
Germany
- hereinafter referred to as "PAN"

and

XXX
- hereinafter referred to as "XXX"

PREAMBLE

PAN is owner and possessor of confidential INFORMATION, in particular with respect to its products' physicochemical characteristics, the production, modification, packaging of culture media, and BUSINESS SECRETS as well as TRADE SECRETS; XXX will receive confidential INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS of PAN. XXX is also owner and possessor of confidential INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS, which may be disclosed to PAN.

Now, therefore, the following is agreed to guarantee that the confidential INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS disclosed by PAN to XXX and vice versa – hereinafter referred to individually as PARTY and collectively as PARTIES – are treated as confidential:

1. For this agreement the following terms are defined:

a) INFORMATION shall include, but is not limited to any information or part thereof of PAN with respect to its products' physicochemical characteristics, the production, modification (production and product), packaging of media, and especially information of a technical nature such as manufacturing processes or devices, techniques, data, formulas, inventions (whether or not patentable), specifications and characteristics of current products or products under development, research projects, methods and results, matters of a business nature such as trade secrets, information about costs, margins, pricing policies, markets, sales, supplies and customers, product, marketing or strategic plans, financial information, personnel records, secret or proprietary information. INFORMATION is also but not limited to documents, prototypes, software, samples, substances and other materials.

b) KNOW-HOW means non-patented practical information, which is:

- aa) secret, that is to say, not generally known or easily accessible,
- bb) substantial, that is to say, significant and useful for the development and/or production of the PARTY'S products, and
- cc) identified, that is to say, described in a sufficiently comprehensive manner so as to make it possible to verify that it fulfills the criteria of secrecy and substantiality,

and can be also INFORMATION as defined in lit. a).

c) BUSINESS SECRETS and TRADE SECRETS are any technical or commercial facts, circumstances and other actions of a PARTY, which are not obviously, but only accessibly for a defined group of people and which of the PARTY has a good caused interest in non-proliferation.

d) These restrictions on use or disclosure of INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS shall not apply to any information, know-how, business secrets and trade secrets which are:

- aa) at the time of disclosure to the receiving PARTY, known to such PARTY free of restriction on disclosure and evidenced by documentation in such PARTY 's possession; or
- bb) publicly known or later made generally public, through no wrongful act of the receiving PARTY; or
- cc) independently developed by the receiving PARTY without reliance on such INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS from the disclosing party as evidenced by the receiving PARTY's written records; or
- dd) lawfully received free of restriction from another source having the right to furnish such confidential information and who had not received it directly or indirectly from the disclosing PARTY; or
- ee) approved for release in writing by the disclosing PARTY.

Combinations of individual data shall not be exempt from the above obligations if only the individual data, but not the combination itself, satisfy the aforesaid exempt conditions.

2. Every receiving PARTY undertakes to keep CONFIDENTIAL all INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS of the disclosing PARTY, which may be disclosed in any form (e.g., but not limited to oral, written, graphic, electronic, sample) by the disclosing PARTY or an affiliate of the disclosing PARTY, or may be otherwise accessible to the receiving PARTY. The receiving PARTY especially undertakes not to pass the INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS of the disclosing PARTY or parts thereof to third parties, including a supplier and subcontractor, even under a confidentiality agreement, and not to make any use of the INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS of the disclosing PARTY or parts thereof in any form, directly or indirectly, without the prior written consent of the disclosing PARTY. The recipient Party shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any INFORMATION unless specifically authorized in writing to do so by the disclosing Party. If the INFORMATION or parts thereof are disclosed in written or other tangible form the disclosing PARTY tries to designate them as confidential by a "Secret" or "Confidential" label; if the INFORMATION or parts thereof is disclosed orally, the disclosing PARTY tries to provide written notification in abbreviated form within 45 (forty-five) days after disclosure that such INFORMATION is also subject to this Agreement.

3. This Agreement does not oblige the parties to conclude further agreements or otherwise to enter into business relationship. It is understood and agreed that no right, license, privilege or immunity, expressed or implied, is granted under any patent / patent application or proprietary rights owned or controlled by either party other than as stated

in this Agreement. Also no right based on prior use can be established by the receiving PARTY by disclosing CONFIDENTIAL INFORMATION, KNOW-HOW, BUSINESS SECRETS or TRADE SECRETS.

4. If disclosure of the INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS gives rise to inventions by the receiving PARTY the PARTIES shall consult each other regarding the terms on which such inventions are to be handled. All rights to the INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS shall in any case remain with the disclosing PARTY. Without the prior written consent the disclosing PARTY, the receiving PARTY is not entitled to use this INFORMATION, KNOW-HOW, BUSINESS SECRETS and TRADE SECRETS or parts thereof.

5. This Agreement shall become effective upon being signed by both PARTIES and shall remain in effect for an indefinite period if not otherwise an exception in section 1 d) is applicable.

6. Any amendments or additions to this Agreement must be made in writing.

7. This Agreement shall also be binding on the legal successors to the PARTIES.

8. If one or more provisions of this agreement breach law valid either now or in the future, the validity of the other provisions shall not thereby be affected. In such a case, the PARTIES shall replace the invalid provision with a legally admissible arrangement which comes nearest to the intended purpose of the invalid provision.

9. This Agreement shall be subject to and construed in accordance with the laws of Germany. Any action arising out of or relating to this agreement shall be brought exclusively to the District Court in Passau.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or "pdf" form and the PARTIES adopt any signatures received by facsimile or "pdf" as original signatures of the PARTIES.

Aidenbach,

XXX,.....

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PAN Biotech GmbH
XXX

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XXX