

# Non-Disclosure Agreement

between

hereinafter referred to as

***PARTNER***

and

***Dr. Lüder Mosler***

*Wolfsgärten 3*

*37115 Duderstadt*

*Germany*

hereinafter referred to as

***MOSLER***

PREAMBLE:

MOSLER and PARTNER intend to start exchange of information concerning a novel rotor for radial blowers developed by MOSLER. The invention is protected by a German utility patent application.

To avoid disadvantages arising from this cooperation for either party they conclude the following mutual agreement:

1. MOSLER and PARTNER are committed to treat disclosed knowledge, technical and non-technical experience as well as documents and samples given to one of the party for safekeeping (hereinafter referred to as "information") strictly confidential. They promise not to use this information economically or to file intellectual property, neither directly nor indirectly, neither completely nor in parts, and not to disclose this information to any third party without prior written consent of both parties.

Each party has to inform its involved employees and business partners about the subject and intention of this agreement and has to oblige them accordingly.

2. The parties mutually commit themselves not to filing on one's own intellectual property for disclosed information as far as patentable potential is included. Furthermore the parties promise not to make a claim for prior use. This is not applicable for information for which one of the party proves

that it: a. has been known to him on the agreement date

or b. was or has become part of the public knowledge without violation of contract on his part

or c. has been lawfully obtained later without obligation to non-disclosure

3. The above obligations will be valid for the period of 5 years and shall enter into force with signing this agreement.

4. Any amendments and supplements shall not be binding except in a writing signed by the parties hereto.

5. All conflicts arising in conjunction with this agreement should be settled out of court. If this should not be possible the court of competent jurisdiction is Duderstadt.

date, signature

date, signature

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PARTNER

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Dr. Lüder Mosler