

## Mutual Non-Disclosure Agreement

Agreement dated \_\_\_\_\_ between Key-Systems GmbH, Im Oberen Werk 1, 66121 St. Ingbert, Germany (“Service Provider”), and \_\_\_\_\_ of \_\_\_\_\_.

1. **Background.** Service Provider and \_\_\_\_\_ intend to engage in discussion and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain trade secrets or confidential or proprietary information for the purpose of enabling the parties to evaluate the feasibility of such business relationship in the supply of registrar products and services . The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the “Disclosing Party”; the party receiving such Proprietary Information is referred to as the “Receiving Party”.
2. **Proprietary Information.** As used in this Agreement, the term “Proprietary Information” shall mean all information about either party’s business, business plans, customers, sales information, financial information, product features, operations and results, customer lists and other customer information, pricing policies, contractual and special marketing information, inventions, strategies, trade secrets, operations, records, finances, assets, technology, data and information that reveals the processes, methodologies, technology or know how by which either party’s existing or future products, services, applications and methods of operation are developed, conducted or operated and other confidential or proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party to the Receiving Party or is orally or visually disclosed to the Receiving Party by the Disclosing Party. Information which is orally or visually disclosed to the Receiving Party by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if
  1. it would be apparent to a reasonable person, familiar with the Disclosing Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party; or if
  2. the Disclosing Party, within thirty (30) days after such disclosure, delivers to the Receiving Party a written document or documents describing such information and referencing the place and date of such oral, visual or written disclosure and the

names of the employees or officers of the Receiving Party to whom such disclosure was made.

3. **Disclosure of Proprietary Information.** The Receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) to any person outside its organization, any Proprietary Information. The Receiving Party and its personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. Without limitation of the foregoing, the Receiving Party shall not cause or permit reverse engineering of any Proprietary Information or recompilation or disassembly of any software programs which are part of the Proprietary Information received by it under this Agreement and shall disclose Proprietary Information only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound by a written agreement, enforceable by the Disclosing Party, to protect the confidentiality of such Proprietary Information. The Receiving Party shall be liable for the actions or omissions of the persons the Proprietary Information was disclosed to by them as if they were the actions or omissions of the Receiving Party. The Receiving Party shall adopt and maintain programs and procedures that are reasonably calculated to protect the confidentiality of Proprietary Information and shall be responsible to the Disclosing Party for any disclosure or misuse of Proprietary Information, which results from a failure to comply with this provision. The Receiving Party shall be fully responsible for any breach of this Agreement by its agents, representatives and employees. The Receiving Party will promptly report to the Disclosing Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Disclosing Party to prevent, control or remedy any such violation.
4. **Mandatory Disclosure.** Subject to the obligations of the Receiving Part specified in Section 3 above, the Receiving Party may disclose Proprietary Information to the minimum extent required by either an order of any court of competent jurisdiction or any regulatory, judicial, government or similar body or any taxation authority of competent jurisdiction; the rules of any listing authority or stock exchange which its shares or those of its group companies are listed or traded; or the laws or regulations of any country to which its affairs or those of its group companies are subject.
5. **Limitation on Obligations.** The obligations of the Receiving Party specified in Section 3 above shall not apply, and the Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent Receiving Party can demonstrate, by clear and convincing evidence, that such Proprietary Information:
  1. was generally known to the public at the time of disclosure or has become generally known through no breach of an agreement with or a duty owed to the Disclosing Party;
  2. was in the Receiving Party's possession at the time of disclosure other than as a result of Receiving Party's breach of any legal obligation;

3. becomes known to the Receiving Party through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information; or
4. is independently developed by the Receiving Party without reference to or reliance upon the Proprietary Information.
5. the parties agree in writing that the information is not confidential.

In the event of a disputed disclosure, the Receiving Party shall bear the burden of proof of demonstrating that the information falls under one of the above exceptions. Receiving Party may disclose Proprietary Information if and to the extent required by applicable laws, governmental or regulatory regulations, or proper legal or governmental authority; provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party and Receiving Party takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

6. **Ownership of Proprietary Information.** The Receiving Party agrees that the Disclosing Party is and shall remain the exclusive owner of the Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement.
7. **Return of Documents.** The Receiving Party shall, upon the termination of this Agreement or the request of the Disclosing Party, destroy or return to the Disclosing Party all drawings, documents, and other tangible manifestations of Proprietary Information received by the Receiving Party pursuant to this Agreement (and all copies and reproductions thereof); erase all the Disclosing Party's Proprietary Information from its computer and communications systems and devices used by it, or which is stored in electronic form and certify in writing to the Disclosing Party that it has complied with the requirements of this section 7. Nothing in Section 7 shall require the Receiving Party to return or destroy any documents and materials containing or based on the Disclosing Party's Proprietary Information that the Receiving Party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Receiving Party pursuant to this Section 7.
8. **Term and Termination.** Each Party has a right to terminate the Agreement upon written notice to the other Party. Upon termination of the Agreement by any of the Parties, no Party has any further obligation or liability to the other Party other than the continuing obligation of confidentiality hereunder. The provisions of this Agreement shall continue with respect to the confidentiality of the respective item of the Proprietary Information until the earlier of:
  1. the expiration of the Disclosing Party's ownership rights in this respective item of Proprietary Information;

2. the occurrence of any of the events set forth in (a) through (d) of Section 4, or
3. a period of five (5) years from the date of disclosure of the applicable Proprietary Information.

**9. Miscellaneous.** This Agreement

1. supersedes all prior agreements, written or oral, between the Disclosing Party and the Receiving Party relating to the subject matter of this Agreement,
2. may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by the Disclosing Party and the Receiving Party,
3. will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and
4. shall be construed and interpreted in accordance with the laws of Germany.

The provisions of this Agreement are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies that may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

EXECUTED, by a duly authorized representative, as a sealed instrument as of the day and year first set forth above.

For: Key-Systems GmbH  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_