

This confidentiality Agreement („the Agreement“) is entered into as of **...** (the “Effective Date”), by and between:

STRATEC SE („Stratec”),

With a principal place of business at Gewerbestrasse 37, 75217 Birkenfeld, Germany including its subsidiaries, branch offices and affiliates worldwide

and

XXX („Company”),

With a principal place of business at **XXX**, including its subsidiaries, branch offices and affiliates worldwide.

Preamble

In consideration of the parties' discussions concerning a potential business relationship and any access a receiving party may have to confidential information of the disclosing party, Stratec and Company specifically agree as follows:

1.

This Agreement shall govern the disclosure by Stratec and Company to each other of written, oral and all electronic data interchange confidential technical and business information and materials including, without limitation, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies, and information related to the Field (“Confidential Information”). Confidential Information shall mean all information exchanged by the disclosing party at the time of disclosure unless the exchanged information is designated differently.

2.

Stratec and Company agree that they will use Confidential Information they receive from the other parties solely for the purpose specified in the preamble of this Agreement. Each of the parties agrees that it will hold in strict confidence and not disclose to any third party, other than an affiliate who agrees also to be bound by this Agreement, any Confidential Information received from the other parties hereto, except as expressly agreed upon in writing.

Both parties acknowledge and agree that each of the parties can possibly further develop their current or their future internal information or information received from third parties, which can be similar to the information of the disclosing party. Therefore shall this arrangement no warranty that the receiving party will use their internal information for their own use, which can be similar to the internal information of the disclosing party provided however that the receiving party shall not breach their obligations under this Agreement.

3.

Stratec and Company agree that the recipient of Confidential Information hereunder will not disclose such information other than to those of its officers, employees, consultants, and those of its affiliates, who require access to Confidential Information to accomplish the purpose specified in the preamble of this Agreement, and that all such disclosures shall be subject to contractual obligations of

confidentiality consistent with those in this Agreement. In case of any breach of the aforesaid contractual obligations of this Agreement, the Parties shall be admitted for such breach.

4.

Each of the parties shall secure and safeguard any and all information, documents, work in process, and work product that embodies Confidential Information of the other parties in areas reasonably restricting access and preventing unauthorised use and/or disclosure and to use the same degree of care for such information as it uses to protect its own proprietary information from unauthorised use or disclosure. Each of the parties further agrees that it will maintain reasonable procedures to prevent accidental or other loss of any Confidential Information of the other parties. In the event of any loss, disclosure or use of Confidential Information in violation of this Agreement, the party involved shall immediately notify the other party and take all reasonable steps to minimise any potential or actual damages resulting therefrom.

5.

The obligations agreed to herein shall not apply to Confidential Information which a receiving party shows is:

- (a) already in the possession of a receiving party or its affiliates at or before the time of disclosure hereunder as reasonably shown by written evidence existing at the time of disclosure;
- (b) now or hereafter publicly known through no wrongful act of a receiving party or its affiliates (provided that if Confidential Information becomes publicly known this shall not excuse a prior breach);
- (c) is hereafter made available to a receiving party or its affiliates by a third party that is not subject to an obligation of confidentiality;
- (d) independently developed by a receiving party without the use of the Confidential Information of the other party hereto;
- (e) approved for release by written authorisation of the disclosing party; or
- (f) disclosed pursuant to the requirement or demand of a lawful governmental or judicial authority, but only to the extent required by operation of law, regulation or court order.

6.

Upon termination, cancellation or expiration of this Agreement, or at any other time upon written request of the disclosing party, all documents and other tangible things reflecting Confidential Information of the disclosing party, together with all copies, extracts, summaries and other material derived therefrom shall be promptly destroyed or returned to the disclosing party, provided however, a receiving party may retain one copy of such Confidential Information in secure legal files for record-keeping purposes only.

7.

Disclosure of Confidential Information to any of the other parties shall not constitute any grant, option or license to any of the other parties under any patent, trade secret or other rights now or hereinafter held by the disclosing party, and shall not create any commitment by implication or otherwise, of the disclosing party to enter into any further agreement with, or disclose any further Confidential Information to, a receiving party.

8.

None of the parties shall be deemed to have made any representation or warranty as to the accuracy or completeness of any Confidential Information and none of the parties shall have any liability with respect to such information or any use thereof. This Agreement shall not prohibit or limit any of the parties' right to disclose any of its own Confidential Information to third parties.

9.

The parties shall exchange Confidential Information for the purpose specified in the preamble of this Agreement for an undefined time after execution of this Agreement. Each party may terminate this Agreement six months prior to desired termination date in writing to the other party.

10.

The obligations of each party receiving Confidential Information under this Agreement shall commence on the Effective Date and shall continue in full force and effect for five years after termination by either party.

11.

The parties hereto acknowledge that the unauthorised disclosure or use of Confidential Information may cause irreparable harm to the other party and agree that in the event of a breach of this Agreement the other party may seek injunctive relief, without the requirement of posting bond, in addition to any other remedies. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision hereof.

12.

None of the parties may assign this Agreement without the prior written consent of the other parties.

13.

None of the parties shall (i) issue a press release or make any other public statement that references this Agreement or the discussions contemplated hereby, or (ii) use any of the other parties' or their affiliates' name or trademarks for publicity or advertising purposes, except with the prior written consent of the other parties.

14.

This Agreement shall be governed by the laws of Germany, without reference to conflicts of laws principles.

15.

This Agreement constitutes the entire agreement between Stratec and Company with respect to the subject matters herein, and supersedes all prior communications, understandings and agreements with respect to such subject matter. No waiver or modification of this Agreement will be binding upon each of the parties unless made in writing and signed by a duly authorised representative of each of the parties.

16.

A signed pdf or facsimile copy of this Agreement shall have the same force and effect as an original signed copy.

17.

This Agreement is divisible and separable so that if any provision of this Agreement is held to be held invalid, illegal or unenforceable in any respect, whether in whole or part, such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of this agreement or the remainder of any part of the clause affected.

STRATEC SE

XXX

By: _____
(Authorised Signatory)

By: _____
(Authorised Signatory)

Print Name:

Print Name:

Title: _____

Title: _____

Date: _____

Date: _____