

TechnoStart Beratungsges.
für Beteiligungsfonds mbH
Martin-Luther-Strasse 59

D-71636 Ludwigsburg

(Stamp of the Company)

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of the day of the last signature of this Agreement by and between(the "Company") and **TechnoStart GmbH** (hereinafter referred to as the "Recipient") -

The Recipient desires to evaluate a possible transaction involving an investment by the Fund advised by the Recipient in the Company. In order to assist the Recipient in evaluating such a transaction, the Company will furnish to Recipient's agents or representatives, including, without limitation, attorneys, accountants, bankers and consultants (collectively, "Representatives"), certain information which is either non-public, and/or confidential and/or proprietary in nature. All information furnished (irrespective of the form of communication) to Recipient or the Representatives, by the Company or any of its representatives, including, *inter alia*, analyses, compilations, data, studies or other documents prepared by the Company and any additional documents reflecting such furnished information or reflecting Recipient's review of, or interest in the Company, are hereinafter collectively referred to as the "Information". In consideration of Recipient being furnished with the Information, Recipient agrees that:

1. The Information will be kept confidential and, except as set forth herein, will not, without the prior written consent of the Company, be disclosed by the Recipient or any of its Representatives, in any manner whatsoever, in whole or in part, and will not be used by the Recipient or by any of its Representatives for any purpose other than evaluating the transaction referred to above. Should it transmit the Information to its Representatives, the Recipient agrees it shall only transmit Information to Representatives who need to know the Information for the purpose of evaluating the transaction referred to above, who are informed by the Recipient of the confidential nature of the Information and who are provided with a copy of this agreement (the "Agreement") and agree to be bound by the terms of the Agreement. The Recipient is authorized by the Company to give Information to the Funds advised by the Recipient. The Funds are Representatives in connection with this Agreement.

2. Without the prior written consent of the Company, the Recipient and its Representatives will not disclose to any other person the fact that the Information has been made available, that discussions or negotiations are taking place concerning a possible transaction involving the Company or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof, except as required by law and then only with prior written notice as soon as possible to the Company. The term "person" as used in this letter shall be interpreted to include, without limitation, the media and any corporation, company, group, partnership or individual.
3. Promptly upon the written request of the Company, and at the Company's option, the Recipient will destroy or return the Information and all copies thereof, without retaining any copies thereof. Notwithstanding the return or destruction of the Information, the Recipient and its Representatives will continue to be bound by their obligations hereunder for a period of two (2) years from the date of this Agreement.
4. This Agreement shall be inoperative as to such portions of the Information which (i) become generally available to the public other than as a result of a wrongful disclosure by the Recipient or its Representatives; (ii) become available to the Recipient or its Representatives on a non-confidential basis from a source other than the Company or one of its representatives which has represented to the Recipient that it is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any of its affiliates with respect to any portion of the Information; or (iii) as shown by written records, were known to the Recipient or its Representatives on a non-confidential basis prior to disclosure to the Recipient by the Company or one of its representatives.
5. The Recipient understands that the Company has endeavored to include in the Information those materials which are believed to be reliable and relevant for the purposes of the Recipient's evaluation. The Company shall have no liability to Recipient or any of its Representatives as a result of their use of the Information. It being understood that representations and warranties which may be made to the Recipient in a definitive agreement, shall have a legal effect. The Parties agree that there is no liability for damages unless in cases of a breach of this Agreement with intent. The Parties hereby waive all further claims of compensation. The respective other party hereby accepts this waiver.
6. Recipient acknowledges that the Information is proprietary to the Company and has been designed, developed or accumulated by the Company at great expense and over lengthy periods of time, is secret, confidential and unique and constitutes exclusive property of the Company and that any use of such property and/or trade secrets by Recipient rather than for the purpose specified above would be wrongful and would cause irreparable injury to Discloser.
7. This Agreement shall be governed by and construed in accordance with the laws of Germany applicable to agreements made and to be performed within such country.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

.....,
(Place, Date)

Ludwigsburg,

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TechnoStart GmbH
Michael Mayer
CEO

Signature:

Signature: