MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (the "**Agreement"**) shall come into effect as of the date of the last signature (the "**Effective Date"**):

THE PARTIES

Workpath GmbH ("Workpath") with its principal offices at Ridlerstr. 39, 80339 Munich, Germany; and

the company as stated below on page 3 ("Company").

CONSIDERING

(A)   The parties wish to facilitate discussions between them relating to potential business opportunities (the "**Purpose"**).

(B)   For the purposes of investigating, discussing and negotiating the terms for the potential opportunities, a party to this Agreement will or may have access to Confidential Information (as defined below) of the other party.

(C)   The parties to this Agreement wish to document and agree to the terms and conditions governing the use of such Confidential Information.

HAVE AGREED

1.   Interpretation

In this Agreement:

(a)   **Confidential Information** shall mean any and all information disclosed in a manner clearly indicating its confidential nature or which, in the absence of such indication, would under the circumstances appear to a reasonable person to be confidential or proprietary. Such information shall include but not be limited to information relating to operations, plans, strategies, concepts, proposals, pricing, intentions, know-how, trade secrets, market information, copyright and other intellectual property rights (whether registered or not), software, market opportunities, strategies, details of customers and potential customers, details of competitors and potential competitors, business and/or financial affairs including any such information relating to, disclosed or provided by an employee or contractor of the parties. The fact that the parties are exploring the possibilities of cooperating for the Purpose and are entering into the discussions and negotiations regarding the Purpose is expressly agreed to be Confidential Information as well;
(b)   **Permitted Users** shall have the meaning given to it in clause 2.3;
(c)   **Purpose** shall mean to facilitate the discussions and negotiations between the parties in relation to the potential business opportunities;
(d)   **Disclosing Party** shall mean the party to this Agreement that is disclosing Confidential Information and all of its employees, officers, directors, affiliates, agents or representatives collectively.
(e)   **Receiving Party** shall mean the party to this Agreement to which Confidential Information is disclosed and all of its employees, officers, directors, affiliates, agents or representatives collectively.

2.   Obligations of the Receiving Party

2.1.   The Receiving Party shall only use the Confidential Information for the Purpose.

2.2.   The Receiving Party shall keep and shall ensure to keep the Confidential Information confidential and shall not disclose the Confidential Information to anyone except as permitted by this Agreement.

2.3.   The Receiving Party shall only allow access to the Confidential Information to those of its employees, directors, officers, affiliates and its third-party professional advisers who have a need to know it for the Purpose ("**Permitted Users"**).

2.4.   The Receiving Party shall ensure that all professional advisers (to the extent that any professional adviser is not under a professional duty to protect the confidentiality) to which the Receiving Party grants access to the Confidential Information have entered into a confidentiality agreement substantially similar to this Agreement before providing that professional adviser with any Confidential Information.

2.5.   The Receiving Party is fully responsible and liable for any use and abuse of Confidential Information by the Permitted Users it provides access to the Confidential Information.

2.6.   The Receiving Party shall not copy or reproduce any part of the Confidential Information in any form except as necessary for the Purpose.

2.7.   The Receiving Party shall not attempt to reverse engineer, decrypt, disassemble, decompile, decipher, reconstruct or re-orient the circuit design, algorithms, logic or program code in the other party's products, models or prototypes which contain Confidential Information and which are disclosed pursuant to this Agreement.

2.8.   Immediately upon request by the Disclosing Party, the Receiving Party shall ensure that all physical copies of the Confidential Information including partial copies or adaptations thereof will be destroyed and shall ensure the permanent deletion of all copies thereof from its computer systems, unless any information needs to be retained by the Receiving Party under the applicable laws and regulations. If any documents are retained by the Receiving Party pursuant to the preceding provision, the Receiving Party shall keep such documents confidential in accordance with the terms of this Agreement.

2.9.   The Receiving Party will take all reasonable measures to avoid disclosure or unauthorized use of Confidential Information, which measures shall include the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, which will in no event be a less than a reasonable degree of care.

2.10.   The Receiving Party agrees to immediately notify the Disclosing Party in writing of any unauthorized use or disclosure of Confidential Information which may come to its attention and shall assist the Disclosing Party in remedying any such unauthorized use or disclosure.

2.11.   The Receiving Party agrees to return all Confidential Information (tapes, disks, etc. including copies and samples made) received from the Disclosing Party immediately upon request after termination of the Agreement or to destroy them in an appropriate form (in accordance with ISO/IEC 21964, using devices of security level 4 - or higher - for documents or data carriers with Confidential Information) except for copies that the receiving party keeps for the purpose of proving the content and course of the business relationship, as well as back-up copies of data that are generated by means of automated backup processes of electronic data. The Disclosing Party must be informed of the destruction and the manner thereof.

3.   Exclusions to Confidential Information

Information shall not be considered Confidential Information to the extent that it is:
(a)   already known to the Receiving Party without restriction on use or disclosure prior to disclosure of such information by the Disclosing Party;
(b)   publicly known and made generally available in the public domain by the Disclosing Party, through no action of the Receiving Party;
(c)   obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality;
(d)   independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; or
(e)   required to be disclosed by law, regulation, governmental agency, arbitrator or court of competent jurisdiction or by the rules of any relevant stock exchange, provided that the Receiving Party, to the extent legally possible:
     (i)   shall promptly notify the Disclosing Party in writing after it first believes or knows that it is under any such obligation to disclose;
     (ii)   reasonably co-operates with the Disclosing Party in trying to prevent or limit such disclosure,
     and (iii) the Receiving Party shall only disclose that portion of the Confidential Information which, in the opinion of its counsel, it is required to disclose.

4.   Non-disclosure of the Purpose

Without the prior written consent of the other party, neither party will inform or disclose to any third person that the parties are engaged in discussions regarding the potential business opportunities. This obligation will remain in full force in case the parties execute an agreement for the Purpose, except as expressly otherwise agreed in such agreement.

5.   No implied rights or licenses

Except as expressly set forth herein, this Agreement shall not confer upon either party, or be a basis for implying, any license or other rights of any kind to use or acquire any rights in or with respect to any Confidential Information of the Disclosing Party.

6.   Exclusion of warranties and liability

6.1.   All information, including Confidential Information, disclosed by the Disclosing Party to the Receiving Party is provided on an "as is" basis. The Disclosing Party does not give any representation or warranty with respect to the accuracy or completeness of the information, data, know-how or materials provided. The Disclosing Party is not under an obligation to provide any assistance to the Receiving Party with respect to its use of any information, including Confidential Information provided by the Disclosing Party.

6.2.   The Disclosing Party shall not have any liability for any damage or loss incurred by the Receiving Party under or in connection with this Agreement and in particular for any reliance by the Receiving Party or any third party on any information, including Confidential Information provided by or on behalf of the Disclosing Party, except in case of intentional fraud by the Disclosing Party.

6.3.   Until a final unconditional agreement regarding the Purpose is signed between the parties, either party may at any point in time for any reason terminate the discussions and negotiations regarding the Purpose, without becoming liable towards the other party for any cost or damage. Each party is conducting such discussions and negotiations at its own costs and for its own risk.

7.   Miscellaneous

7.1.   The obligations of the Receiving Party under this Agreement shall continue and survive the termination of any discussions or negotiations between the Disclosing Party and the Receiving Party as well as the termination of this Agreement for whatever reason.

7.2.   This Agreement has an indefinite term. It may be terminated by either party by giving twelve months' written notice to the end of each calendar half-year to the other party. Each party's obligations under this Agreement will survive termination of this Agreement for a period of five years. No modification or alteration of this Agreement shall be effective, unless agreed in writing and signed by both parties.

7.3.   Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision.

7.4.   The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

7.5.   This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and permitted assigns, provided that neither party may assign, license, or otherwise transfer its rights, duties or obligations under this Agreement to any third party without the prior written consent of the other party.

7.6.   This Agreement is construed under and governed by German law and each party agrees that the courts of Munich, Germany shall have exclusive jurisdiction to settle any matter or dispute which may arise between the parties in respect of this Agreement.

7.7.   Each party acknowledges that its breach of any provision of this Agreement is likely to cause irreparable harm to the other party so that if such breach should occur or be threatened, the other party shall be entitled to equitable relief restraining such breach or threatened breach with the competent courts stated above. The Disclosing Party retains the right to seek injunctive relief to safeguard its right under this Agreement.

7.8.   This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, proposals, representations and understandings, whether they are oral or written.

SIGNATURES

As of the Effective Date, the parties agree to be bound, and have caused this Agreement to be executed by their authorized representatives:

Workpath GmbH   **Company**

_____   _____
Name: Name:
Title: Title:
Date: Date: