

Non-Disclosure Agreement

Between

All affiliated companies of
Bomatec Group
Hofstrasse 1
CH-8181 Höri

-as per Attachement, hereinafter referred to as 'Bomatec' –

and

XXXXXXXX
XXXXXXXX, XXXXXXXX, XXXXXXXX
XXXXXX XXXXX
XXXXXX

including businesses and persons
connected with this company
-hereinafter referred to as the 'Business Partner' –

Preamble

The contractors intend to collaborate on consulting, development and product manufacturing projects.

In this regard, Bomatec shall provide the Business Partner with confidential information that should be protected against unauthorized viewing and vice versa. To guarantee confidentiality on both sides, the contractual partners hereby agree as follows:

1. Duty of confidentiality

The contractual partners undertake to treat confidentially any information they obtain, to use it only for the intended purpose of the particular assignment or project and not to make it directly or indirectly accessible to third parties. Furthermore, they undertake to place a duty of confidentiality on their employees and any sub-contractors that correspond to the one contained in this Agreement.

The duty of confidentiality does not apply to information

- that the receiving contractual partner was already in possession of when the information was passed on,
- that was published when or after it was disclosed without being in breach of this Non-Disclosure Agreement,
- that a contractual partner received legally from a third party where there was no duty of confidentiality,
- that a contractual partner develops independently of the confidential information after this Agreement has come into force,
- that a contractual partner has released as a result of a written agreement with the other contractual partner.

2. Definition of information under this Agreement

Information under this Agreement is defined as any data or knowledge from Bomatec or the Business Partner that Bomatec has made or will make available to the Business Partner, or vice versa, in verbal, written or electronic form or in the form of one or several objects, irrespective of whether such data and knowledge was designated as confidential or secret.

Bomatec retains all rights to its data, information and objects.

3. Restriction on access and dissemination

The contractual partners shall restrict the distribution of and access to information they exchange to those persons who need the information to reasonably carry out the planned activity. They shall ensure that access to this information, including information in electronic form in particular, is adequately protected.

The contractual partners may only disseminate copies of information, data and data storage media to sub-contractors with the prior approval of an authorized signatory of the other contractual partner.

4. Destruction of documents and saved information

Upon completion of an assignment or project, the contractual partners undertake to destroy immediately any information or objects given to them that they or any sub-contractors may have, unless such information and property are required for any outstanding or future follow-up activities under the mutual business partnership. The destruction of information in electronic form also applies to e-mails, data storage media such as USB sticks, local hard disks, servers and back-up copies.

5. Returning of documents and /or objects

If specifically requested by Bomatec, the Business Partner must return to Bomatec any documents or objects it was given during the collaboration and vice versa.

6. Duration of the Agreement

This agreement shall take effect as soon as it has been signed by both parties and shall be valid for the duration of the collaboration or until this agreement is replaced by another agreement. The obligation to confidentiality shall apply for a period of two years beyond the end of the collaboration.

7. Restriction on using Bomatec as reference

The Business Partner and any sub-contractors may only mention to third parties the Bomatec company name (including illustrated material in connection with Bomatec) as well as activities carried out during the collaboration with Bomatec after the prior written approval of Bomatec's Executive Board.

This also applies to publications in information journals, company presentations, entries in Internet documents, etc.

Approval only applies to the current assignment or project and should be sought from Bomatec by the Business Partner on every occasion that collaboration is repeated.

8. Costs

Each party shall bear any costs that it generates or incurs in relation to the conclusion and execution of this Agreement.

9. Written form

Changes or additions to this Agreement (including the waiver of this provision) must be made in writing.

10. Severability clause, applicable law and jurisdiction

In the event that one or more of the clauses of this Agreement should prove to be ineffective or should this Agreement contain a disparity, the legal effectiveness of the other provisions shall not thereby be affected. A valid provision that comes closest to the intended purpose of the ineffective provision shall be agreed to replace it.

This Non-Disclosure Agreement shall be governed by Swiss substantive law. Zürich, canton of Zürich, Switzerland shall be the place of jurisdiction.

11. Signatures

xxxxxxxxxxx

Bomatec Group

xxxxxxxxxx, xxxxxxxxxxxx

Höri, xx xxxxxxxxxxxx 20xx

.....
First name, Name
Function

.....
First name, Name
Function

.....
First name, Name
Function

Attachments

Listing of all affiliated companies of Bomatec Group:

Bomatec AG
Hofstrasse 1
CH-8181 Höri
Switzerland

Bomatec (Ningbo) Trading Co. Ltd.
No. 38 Weisan Rd
CN-315801 Xiaogang Ningbo
China

Bomatec Automotive AG
Hofstrasse 1
CH-8181 Höri
Switzerland

Bomatec (Malaysia) Sdn. Bhd.
Lot 18, Jln. Sultan Hishamuddin
1 Kaw. Perusahaan Selat Klang Utara
MY-42000 Pel. Klang, Selangor
Malaysia

Bomatec International Corp.
400, Finchdene Sq., Unit 6
CA-Toronto, M1X1E2 Ontario
Canada