

NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

by and between

and

i-sft GmbH, Gundersheim,

- both hereinafter referred to as "Party" or "Parties" -

WHEREAS, the Parties to this Agreement intend to engage in discussions concerning
_____ ("Purpose");

WHEREAS, in the course of such activities it is anticipated that the Parties will disclose to each other certain of their proprietary information for the Purpose as set forth above, which information the Parties regard as confidential;

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. For the purpose of this Agreement "Confidential Information" shall mean any information and data, including but not limited to any kind of business, commercial or technical information and data disclosed between the Parties in connection with the Purpose of this Agreement, irrespective of the medium in which such information or data is embedded, which is - when disclosed in tangible form - marked as "Confidential" or similar legended by the disclosing Party before disclosing to the receiving Party or which is - when disclosed orally or visually - identified as such prior to disclosure and summarized in writing by the disclosing Party and said summary will be given to the receiving Party within thirty (30) days of the subject oral or visual disclosure. In case of disagreement, the receiving Party must make any objections to the contents of the summary in writing within thirty (30) days of receipt. Confidential Information shall include any copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information exchanged between the Parties pursuant to this Agreement
 - a) shall be used exclusively for the Purpose of this Agreement, and the receiving Party shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose, unless otherwise expressly agreed to in writing by the disclosing Party;
 - b) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own or its subsidiaries' employees, who have a reasonable need to know said Confidential Information and who are bound to confidentiality by their employment agreements or otherwise. Subsidiary shall mean any company in which the receiving Party owns more than fifty percent (50%) of such company's voting capital;

- c) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Party's own information of like importance which is to be kept confidential;
 - d) shall remain the property of the disclosing Party.
3. The obligations as per paragraph 2 shall not apply, however, to any information which:
- a) the receiving Party can demonstrate, is already in the public domain or becomes available to the public through no breach by the receiving Party of this Agreement;
 - b) was in the receiving Party's possession prior to receipt from the disclosing Party as proven by its written records;
 - c) is independently developed by the receiving Party as proven by its written records;
 - d) is approved for release by written agreement of the disclosing Party;
 - e) is required to be disclosed by law or the rules of any governmental organization.
4. Either Party shall have the right to refuse to accept any information under this Agreement prior to any disclosure and nothing herein shall obligate either Party to disclose any particular information.
5. It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant the receiving Party rights therein.
6. The Parties hereto shall not be obligated to any remuneration for disclosure of any information under this Agreement and agree that no warranties of any kind are given with respect to such information as well as any use thereof and that any liability or indemnification for claims of third parties in connection with the use of such information by the receiving Party shall be excluded.
7. This Agreement shall be effective as of the date of the last signature as written below (the "Effective Date"). It may be terminated with respect to further disclosures upon thirty (30) days prior notice in writing. This Agreement shall automatically terminate 3 years from its Effective Date. The obligations accruing prior to termination as set forth herein, shall, however, survive the termination of this Agreement for a period of 3 years.
8. All Confidential Information exchanged between the Parties pursuant to this Agreement shall upon respective request of the disclosing Party either be returned to the disclosing Party or be destroyed by the receiving Party after termination of this Agreement. Such request shall be notified in writing by the disclosing Party to the receiving Party within ninety (90) days after termination of this Agreement. In case of destruction, the receiving Party shall confirm in writing such destruction to the disclosing Party.
9. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence, validity or termination, shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce, Paris ("Rules") by three arbitrators in accordance with the said Rules.

The seat of arbitration shall be Munich, Germany. The procedural law of this place shall apply where the RULES are silent.

The language to be used in the arbitration proceeding shall be English.

10. This AGREEMENT shall be subject to the substantive law in force in Germany without reference to its conflict of law provisions.
11. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.
12. This Agreement may not be assigned by either Party without the prior written consent of the other.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

i-sft GmbH

_____, _____

Gundersheim, _____

By: _____

By: _____