

**AGREEMENT FOR MUTUAL EXCHANGE
OF CONFIDENTIAL INFORMATION**

(Der vollständige Text einer vor allem für das China-Geschäft nützlichen Geheimhaltungsvereinbarung in Englisch kann hier entgeltlich bezogen werden. Hier nur Fragmente/ The complete draft of a secrecy agreement for the usage in China transactions can be ordered here; here some P.O.I.)

This Agreement is by and between

Straße

Ort

Name des Geschäftsführers:

Eingetragen im Handelsregister des AG _____

Reg. Nummer:

Tel:

Fax.

Email:

and

XXX

- hereinafter referred to as "XXX" -

Straße

Ort

Name des Geschäftsführers:

Certificate of Registration

Business Licence No.:

Trading & Distribution Right No.

Reg. No. Administration of Industry & Commerce

Reg. Nummer:

President:

Proof of representation:

Tel:

Fax.

Email:

WHEREAS, the receiving party is interested in examining the confidential information of the other Party in order to determine the desirability of entering into an agreement relating to the development of such confidential information of BIOMEDWELL and its technology and in order to determine the desirability of acquiring rights in and to such confidential information and/or under any patent rights obtained therefore;

WHEREAS,

BIOMEDWELL owns know how, Intellectual Property Rights, business contacts, distribution, research and development contacts

and BIOMEDWELL wishes to exchange proprietary and confidential information relating to the technology, production and distribution within BIOMEDWELL and to maintain the confidentiality of confidential information of both parties;

NOW, THEREAFTER, in consideration of the premises and mutual covenants herein contained and according to their intention of contractual co-operation, the parties have agreed to this Secrecy Agreement as follows:

For the purposes of this Agreement the party disclosing confidential information shall be referred to as the **“Disclosing Party”** and the part receiving such information shall be referred to as the **“Receiving Party”**.

Confidential Disclosure and Secrecy Agreement

below and to cooperate in respect of the exploitation of the invention, trade marks, patent technology and/or know-how of BIOMEDWELL.

PREAMBLE

The parties mentioned above are interested in exploring a possible investigational cooperation and/or a possible business arrangement regarding the topic of this agreement.

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The Chinese Party is legally incorporated in China and according to the Foreign Trade and Company Law of the Peoples Republic of China permitted to enter into international Sales, Service and/or Co-operation agreements such as – not restricted to - Research & Development, Technical Services, Production and sub-supply.

A notarized copy

- of the business licence,
- the tax registration no.
- certificate of registration
- trading & distribution licence

will be submitted to the German party before disclosing of facts or contractual data.

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Each party may disclose the other Confidential Information, such as certain

ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The receiving party acknowledges that the know how, invention, all patent rights, licences, copyrights, BIOMEDWELL’s trademarks, service marks, database rights, trade secrets and other intel-

lectual property rights related to the contractual technology and know-how, are and remain the sole and exclusive usufructuary right of BIOMEDWELL.

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TERMS AND CONDITIONS OF THIS AGREEMENT

BIOMEDWELL – Party B - undertakes to treat in strict confidence any and all Information received from BIOMEDWELL under this agreement and only to use it for determining its interest on the subject matter.

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CONTACT PERSONS

Contact persons according to this Agreement are for:.....

RESTRICTIONS

The receiving party will not file, or have filed in the name of third parties in any country, any patent application, or intellectual property rights (copyrights, trademarks) relating to the Information subject to this agreement and the results of its future execution.

WARRANTY

BIOMEDWELL warrants

INFRINGEMENTS AND DAMAGES

Any infringement of the stipulations and regulations of this contract is strictly prohibited and causes liability for damages, application for an injunction or penalty.

DAMAGES: CHALLENGE OF THE LICENCED TECHNOLOGY AND KNOW-HOW

If the partner or any related party or third person contests the secrecy of the contracted technology and know-how, BIOMEDWELL shall be entitled to terminate this Contract and claim for damages.

Without limitation, a breach by the receiving party of the provisions of this agreement would constitute a material breach of this agreement.

In the case of a termination for breach or other fault of the receiving party, the latter shall pay damages arising out of the breach and return all drawings, documents and tools received, and shall cease to manufacture or distribute the licensed fuel and derivatives or to disclose the techniques and processes brought to his knowledge by BIOMEDWELL.

This shall however not apply where the know-how has meanwhile become publicly known otherwise than by an action of the receiving party in breach of this agreement.

Damages will be calculated on the base of BIOMEDWELL`s calculation and obligations. The Chinese side is entitled to proof minor damages.

CONTRACTUAL PENALTY

In the event of any breach of the provisions of this Agreement, the party who broke its contractual obligation/s commits itself to pay a penalty of at least €to the other party for each contractual break.

Beyond this, the harmed party has got the right to demand at least€1% of the contractual value of _____ for each month the contractual break is continued.

The right of the harmed party to demand further indemnifications will be maintained.

ACTION AGAINST IMITATORS

The Parties shall consult each other on methods of preventing third parties from misappropriating the transferred technology and know-how.

In particular they shall assist each other in bringing proceedings against imitators to the full extend permitted by the law of the country of the Licensee or, where appropriate, of the third party against whom such proceedings are taken.

The Party which decides to take proceedings shall bear the costs and enjoy the benefit thereof, the other Party providing it, if need be, with all necessary authorisations and signatures. If the Parties agree to commence proceedings jointly, the costs and benefits thereof shall be divided as follows: 50 %, 50%.

EXCLUSIVITY

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COMPETITION CLAUSE

The Chinese Party undertakes not to produce

TERMS OF CONTRACT, NOTICE OF TERMINATION

This Contract enters into force on _____ for a period of 3 (three) years, which will automatically expire on _____ without a notice of termination becoming necessary.

BIOMEDWELL will discuss an eventual extension of the Contract Term with the Chinese party in advance of the expiry. An extension shall require a written agreement between both parties.

The right of each Party to terminate the Contract with immediate effect for important cause shall remain unaffected.

ARBITRATION – COMPETENT JURISDICTION

All disputes arising from the execution of, or in connection with this Contract and/or purchase Contracts signed later in execution of this Distribution Contract shall be settled through friendly consultation between the parties.

X

Y

Z

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AMENDMENTS

This agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party may, by an instrument in writing, waive the performance of or compliance with any term or provision of this agreement by any other party hereto.

Any amendment to this Agreement shall come into force only after being agreed by the Parties **unanimously** and decided by the legal representatives in a written agreement and approved by the relevant approval authority (if any).

STABILIZATION CLAUSE

No general or special legislation on administrative measures or any other act (tax, duties, fees, customs or currency restrictions) whatsoever of or emanating from the Government or any governmental authority in BIOMEDWELL

MISCELLANEOUS

This Agreement shall be governed by the **German Law** and there are no understandings, Agreements or representations, expressed or implied, not specified herein.

Any term or provision of this agreement that is or becomes invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this agreement or affecting the validity or enforceability of any of the terms or provisions of this agreement in any other jurisdiction.

The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.

Date:

Date:

SEAL SEAL

Signatures

Annexes:

Business Licence
Certificate of Registration
Handelsregisterauszug
Vertretungsnachweis
Rundstempel /rot/Siegel