

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is made by and between

AZUR SPACE Solar Power GmbH
Theresienstr. 2
74072 Heilbronn, Germany

and

Company XY
Address xx
xxxxx City, Country

(individually "Party", collectively "Parties").

The Parties hereby agree on the following terms and conditions for the disclosure of confidential or proprietary information ("Confidential Information"), including but not limited to ideas, drawings, specifications, designs, processes, developments, applications, engineering or manufacturing data, prototypes, know-how or intellectual property ("IP") exchanged between the Parties relating to a co-operation in the field of:

xxx..... (the "Purpose").

The Parties agree that **for a period of three (3) years after the end of the contract term** they shall use the disclosing Party's Confidential Information only in pursuance of the Purpose described above, limit circulation of the disclosing Party's Confidential Information to such employees who have a direct "need to know" and not disclose the Confidential Information to third parties without written approval. Subsidiaries and affiliated companies of the parties (according to §15 German AktG) are not considered as third parties.

This Agreement imposes no obligation on the receiving Party with respect to information that

- (a) was in the receiving Party's possession before receipt from the disclosing Party,
- (b) is rightfully received by the receiving Party from a third party without a duty of confidentiality,
- (c) is or subsequently becomes publicly available without the receiving Party's breach of any confidentiality obligation,
- (d) is independently developed by the receiving Party.

The Parties shall protect the disclosing Party's Confidential Information by using the same degree of care, but not less than a reasonable degree of care, as used to protect its own Confidential Information of similar nature.

The Parties, shall not modify, decompile, disassemble, decrypt, extract, or otherwise Reverse Engineer, nor reproduce, replicate or otherwise duplicate any hardware, software, sample, design, product, process or any portion thereof received under this agreement.

Each Party will immediately return all received documents and samples of the other Party at such Party's request, unless otherwise prescribed by mandatory legal provisions or in case of copies automatically made by back-up routine and inaccessible in regular use.

This Agreement is solely for the purpose of governing the disclosure of Confidential Information between the Parties. Nothing contained herein shall be construed as creating any agency or partnership relationship between the Parties, nor as creating an implied or express license grant from either Party to the other. If confidential information includes patentable IP, all rights will remain with the disclosing Party. All Confidential Information disclosed hereunder is provided on an "AS IS" basis with no warranty whatsoever.

The Parties agree to comply with all applicable laws, regulations and rules relating to the export of Confidential Information.

This Agreement shall be effective for **a term of three (3) years upon execution by both Parties** and shall be governed by and construed in accordance with the laws of Germany. The legal venue is Heilbronn, Germany.

AZUR SPACE Solar Power GmbH

Date, Signature, Name, Titel

Date, Signature, Name, Titel

Company XY

Date, Signature, Name, Titel

Date, Signature, Name, Titel