

Non-Disclosure Agreement

Between

Burckhardt Compression AG
Franz-Burckhardt-Strasse 5, P.O. Box 3352
CH-8404 Winterthur
Switzerland

and/or its affiliates

(hereinafter referred to as “BCAG”)

and

xxx

(hereinafter referred to as “xxxx”)

Whereas both Parties (called: ‘THE RECEIVING PARTY’ OR ‘THE DISCLOSING PARTY’) receive or possess certain technical, economic and business „Information“ relating to the manufacturing of compressors, components and/or engineering services and/or IT services (the ‘PROJECT’).

Now therefore, the parties do agree as follows:

1. The term of “Confidential Information”, as used in this Agreement, includes all data of a technical, economical, project related, company, customer or other nature, related to aforementioned PROJECT, disclosed or communicated to ‘THE RECEIVING PARTY’ by ‘THE DISCLOSING PARTY’. Such data include in particular drawings, diagrams, designs, written reports, methods of manufacture, user manuals, emails, and including without limitation all technical, strategic or financial information, all samples, all specifications, as well as all audio-visual support, software and all other data whatever its nature to which the ‘THE RECEIVING PARTY’ will have access in connection with the PROJECT .
2. The ‘RECEIVING PARTY’ agrees to keep the disclosed “Confidential Information” in strict confidence and not to disclose or otherwise use the “Confidential Information” for any other purpose than the PROJECT.
3. The ‘DISCLOSING PARTY’ shall retain ownership of any industrial property rights and of any “Confidential Information”, transmitted by ‘THE DISCLOSING PARTY’ to ‘THE RECEIVING PARTY’ under this Agreement. On ‘THE DISCLOSING PARTY’s’ request and at the latest at the ending of the cooperation respectively, ‘THE RECEIVING PARTY’ shall promptly return any documents containing “Confidential Information” to ‘THE DISCLOSING PARTY’, or destroy the same and irretrievably delete any “Confidential Information” stored on any electronic media and shall not retain or permit others to retain any copy or excerpt thereof in any form, except for such copies as reasonably required for documentation of ‘THE RECEIVING PARTY’ work under for the purpose of the ‘PROJECT’. The ‘RECEIVING PARTY’ shall give written notice to the ‘THE DISCLOSING PARTY’ about the destruction and deletion.

4. 'THE DISCLOSING PARTY' does not assume any obligations or liabilities towards to 'THE RECEIVING PARTY' under this Agreement or otherwise in connection with supplying of "Confidential Information" including but not limited to consequences from decisions made on supplied "Confidential Information" and the correctness and completeness of supplied "Confidential Information".
5. This Agreement shall remain in effect for a period of fifteen (15) years from the effective date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect "Confidential Information" disclosed under this Agreement shall survive termination of this Agreement.
6. Information shall not be deemed confidential if:
 - a) Prior to or subsequent to the time of disclosure, "Confidential Information" is independently known to 'THE RECEIVING PARTY', as evidenced by written documentation; or
 - b) Prior to or subsequent to the time of disclosure, "Confidential Information" has legitimately entered the public domain, as evidenced by written documentation; or
 - c) Subsequent to the time of disclosure, "Confidential Information" becomes or is made available to a recipient by third party having the lawful right to do so, as evidenced by written documentation; or
7. 'THE RECEIVING PARTY' will not develop any modification, improvement, alteration, technology, idea, concept or design based on the "Confidential Information" disclosed. Any idea or modification or additional applications derived from the "Confidential Information" given shall be the sole property of BCAG.
8. 'THE RECEIVING PARTY' will not copy or let copy by any 3rd party any goods received by 'BCAG' or use any know-how or the "Confidential Information" to manufacture or let manufacture by any 3rd party without the written agreement of BCAG.
9. This Agreement does not obligate either Party to disclose any information to the other Party or enter into any other agreement or arrangement.
10. 'THE RECEIVING PARTY' acknowledges that a breach of a the 'THE RECEIVING PARTY's' obligations hereunder may cause irreparable harm to 'THE DISCLOSING PARTY', the extent of which would be difficult to ascertain. Accordingly, 'THE RECEIVING PARTY' agrees that, in addition to any other remedies to which 'BCAG' may be legally entitled, 'THE DISCLOSING PARTY' will have the right to seek immediate injunctive relief from a court of competent jurisdiction in the event of a breach thereof by 'THE RECEIVING PARTY'.
11. No right or license to use any "Confidential Information" disclosed hereunder, either expressed or implied, is granted by 'THE DISCLOSING PARTY' by this agreement.
12. Changes to this Agreement shall only be made in writing by legally valid signatures of both parties.
13. If any part of this Agreement should be invalid the valid part shall remain in force and shall be amended to reflect the original intention of the invalid part as closely as possible.
14. The laws of Switzerland shall exclusively apply to this agreement and the implementation thereof.

15. Any disputes arising out of or in connection with the PROJECT shall be settled amicably. If an amicable solution should not be possible, any disputes arising in connection with the PROJECT shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators. Each party shall appoint one arbitrator, and the Chairman shall be appointed by the two arbitrators. Place of arbitration shall be Winterthur, Switzerland. The arbitral procedure shall be held in the English language.

Address: **xxx**

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Burckhardt Compression AG
Franz-Burckhardt-Strasse 5
CH-8404 Winterthur, Switzerland

Name:

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Signature:

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Date:

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Name:

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Signature:

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Date:

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