

Customer Information/NDA Process

Sales Contact in Headquarters, Regions:

Signature :

Has the customer already had information about the Product CardOS? Yes No
If yes, by whom?

01. Company Information

Company Name:
Registration no. chamber of commerce:
Contact Name :
Address:

Phone no.:
Fax no.:
Email:

2. Short Customer Profile (pls. answer the following questions):

- 1) Since when does the company exist?
- 2) Turnover per year? Euro
- 3) How many employees does the company have?
- 4) In which segments does the company work?
- 5) Who is the contact person for sales in this company?
- 6) What is the main activity of the company? :

card manufacturer	<input type="checkbox"/>	system integrator	<input type="checkbox"/>
service provider	<input type="checkbox"/>	Tools	<input type="checkbox"/>
reseller/ distributor	<input type="checkbox"/>	Others :	<input type="checkbox"/>
value added reseller	<input type="checkbox"/>		

comments, explanations:

3. Project Information : Segment :

Banking	<input type="checkbox"/>	GSM	<input type="checkbox"/>	Telecommunication	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	Social Security	<input type="checkbox"/>	Government	<input type="checkbox"/>
Corporate/Enterprise	<input type="checkbox"/>	Identification	<input type="checkbox"/>	Others :	<input type="checkbox"/>

4. Purpose of the NDA/Description of the project:

*Please fill in this electronic form and return it **by regular mail** with 2 original NDAs sent to Charismathics GmbH, 18 Wendl Dietrich St, München, Germany 80634.*

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made effective as of by and between(the "Company") located at and Charismathics GmbH ("Third Party") located at D-80634 Munich.

1. **Purpose.** The Company and Third Party wish to explore a business possibility under which each may disclose its Confidential Information to the other.

2. **Definition.** "Confidential Information" means any information, technical data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or (iii) is approved for release by the disclosing party.

3. **Non-Disclosure of Confidential Information.** The Company and Third Party each agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning and the undertaking of any business relationship between the two. Neither will disclose the Confidential Information of the other to third parties or to the first party's employees except employees who are required to have the information in order to carry out the contemplated business. Each has had or will have employees to whom Confidential Information of the other is disclosed sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will notify the other in writing of the names of the persons who have had access to Confidential Information of the other party. Each agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention.

4. **Return of Materials.** Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.

5. Intellectual Property Rights. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties and carrying out such relationship. The disclosing party warrants that it has the right to disclose its Confidential Information to the receiving party. Otherwise, all information is provided "as is" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

6. Export Controls. Each recipient of Confidential Information agrees that it will not export outside the United States, if a United States company or citizen, or re-export, if a foreign company or citizen, any Confidential Information or direct product thereof, except as permitted by the laws and regulations of the United States and by the disclosing party in writing.

7. Term. The foregoing commitments in this Agreement shall terminate five (5) years following the date of this Agreement.

8. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. Jurisdiction. 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. Governing Law. This Agreement shall be subject to the substantive law in force in Germany without reference to its conflicts of law provisions.

11. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the other party shall be entitled to obtain injunction relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Place/Date:

Place/Date:

(Company):

Charismathics GmbH

(Name)
(Title)

Sven Gossel
Managing Director