

Confidentiality Agreement

Between

represented by _____

and

OCS Optical Control Systems GmbH, Wullener Feld 24, D-58454 Witten, represented by Mr Holger Landmann.

In order to be able to carry out an open comparison of interests and to provide detailed information about the business intentions, it is necessary that information is mutually exchanged between the negotiating parties, which is to be treated as strictly confidential and may not be used or utilised for any purpose other than this agreement without the prior written consent of the providing party.

1. For this reason, the recipient of the information undertakes to keep secret and not to make available to third parties all documents and other information provided by the providing party, regardless of whether it concerns know-how, internal company information or merely business intentions. The reproduction of documents provided is only permitted with the explicit written consent of the providing information

2. All information provided under this agreement remains the property of the providing party. Each providing party reserves the right to file patent applications relating to its information.

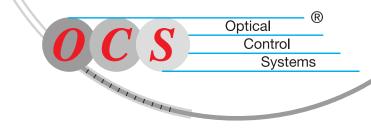
3. The obligation of confidentiality remains in force, even if it should turn out that contractual cooperation is not possible. In this case, the recipient of the information must immediately return to the provider of the information all documents that have been made available to him or delete them.

4. The confidentiality obligation also applies to employees of the information recipient, unless their involvement is absolutely necessary for the purposes of these contractual negotiations. In such a case, these employees must first be obliged to observe confidentiality.

5. Should provisions of this agreement violate mandatory law, this shall not affect the validity of the remaining conditions.

6. The exclusive district court for disagreements arising from this declaration is Bochum/ Germany.

7. The law of the Federal Republic of Germany shall apply exclusively to the contractual relationship.



Witten, _____

City,Date _____

OCS Optical Control Systems GmbH

Company Name

i.V. Holger Landmann Head of Purchasing Stamp and Legitimate Signature