

Non disclosure agreement (one way out)

“MBV” wishes to disclose to the participant and the participant wishes to receive from MBV certain information relating to MBV process and production, specification or technical files, drawings, User Requirements Specification (URS), as well as sensitive business information and trade secret relating to MBV’s products (MAS-Airsampler, Software, Firmware and Hardware) and process.

The reason for this non disclosure agreement is to enable the participant to gain an understanding of MBV’s way of working and of the MBV requirements so that the participant can work on technical solution including equipment technical specifications, material lay out, material flow, materials of use and installations.

MBV considers that the information that will be disclosed to the participant in connection with the above (the “Information”) to be its proprietary and confidential property or to be information which it is otherwise lawfully authorised to disclose to the participant under conditions of strict confidentiality.

The Information shall, except where the context admits otherwise, include all copies of the information or part thereof in whatever form or format and whether in human readable form or not (including oral information).

Accordingly, MBV is willing to disclose and the participant is willing to receive the Information subject to the following terms and conditions:

1. The participant shall hold the Information in strict confidence and shall use the same level of care to prevent any unauthorised use or disclosure of the information as it exercises in protecting its own information of a confidential nature for a periode of 3 years after the end of the collaboration. The information shall at all times remain the property of MBV.
2. The participant shall not, without the prior written consent of MBV, make use of the information other than for the purpose, nor disclose the Information to any third party except to such of its officers, employees and consultants who have been made aware that the information is confidential, who are bound to treat it as such by written agreement on like terms to this agreement and to whom disclosure is necessary for achievement of the purpose.
3. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation upon MBV to enter into any further agreement relating to any of the information or as the grant of a licence by MBV to the participant to use the information for anything other than for the purpose.
4. The Information shall be returned by the participant to MBV immediately once the purpose has been achieved by the participant or immediately upon MBV's earlier request. In the absence of any further agreement between the parties, the participant shall from the time the Information has or should have been returned hereunder cease all use of and make no further use of the information and shall promptly return all of the Information which is in tangible form to:

MBV AG

5. The confidentiality and non-use obligations accepted by the participant under this Agreement shall not apply to:
 - (a) information which at the time of disclosure hereunder is in the public domain; or
 - (b) information which, after its disclosure hereunder, enters the public domain by lawful and proper publication and other than through the default of the participant; or
 - (c) information which the participant can establish was in its possession at the time of disclosure by MBV hereunder or was subsequently and independently developed by such of the employees of the participant who had no knowledge of the Information disclosed; or
 - (d) information which the participant receives from a third party provided that the third party is lawfully authorised to disclose the same to the participant; or
 - (e) information which the participant is required by law to disclose.
6. MBV shall have no liability in respect of any loss or damage whatsoever which may be attributable to the use by the participant of the Information, and the participant shall hold MBV harmless against all claims which may arise in regard thereto.
7. The confidentiality and non-use obligations accepted by the participant under this Agreement shall expire on the tenth anniversary of the date of the participant's acceptance hereof as set out below.
8. This Agreement shall be governed in all respects by the laws of Switzerland and any disputes arising hereunder shall, if not resolved amicably, be subject to the exclusive jurisdiction of the Swiss courts.

Kindly indicate the acceptance and agreement of the participant to the terms and conditions hereof by having both copies of this Agreement countersigned and dated by an authorised signatory of the participant and return one such copy to MBV.

MBV AG Name: _____ Position: _____ Signature: _____ Date: _____	Participants Company: _____ Participants Name: _____ Position: _____ Agreed and accepted for and on behalf of: _____ Date of acceptance: _____
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