

Non-Disclosure-Agreement ("NDA")

By:

..... FULL COMPANY ADDRESS („INVESTOR“)

To: **APMC GmbH, Bahnhofstrasse 52, CH – 8001 Zurich („APMC“)**

APMC will provide Confidential Information for the purpose of determining a respective interest in providing private equity funds to companies disclosed by APMC ("Purpose"). "Confidential Information" shall mean any information or data relating to a project disclosed whether in writing, orally or by any other means to INVESTOR by APMC or by a third party on behalf of APMC, whether before or after the date of this Agreement. Confidential Information shall also mean the fact that the Parties are interested in a business relationship related to APMC as well as the fact of INVESTOR entering in this confidentiality.

We, INVESTOR, thereby guarantee to act according to the following conditions:

1. We guarantee to not disclose Confidential Information to a third party. This especially applies to the disclosure of information to competitors, customers and suppliers of the company related to the private equity investments proposals provided by APMC.
2. This NDA applies to all business related information on projects disclosed by APMC.
3. We, INVESTOR, shall ensure that disclosure of Confidential Information is restricted to those employees or directors of INVESTOR having the need to know the same for the Purpose. INVESTOR guarantees all employees and directors follow this NDA.
4. Copies or reproductions shall only be made to the extent reasonably necessary for the Purpose and all copies made shall be the property of APMC. All Confidential Information and copies thereof shall be returned to APMC or deleted within 20 days of receipt of a written request from APMC.
5. In the event of breach or threatened breach of any term of this NDA, APMC may take any measures deemed appropriate without the prior notice to INVESTOR. INVESTOR will have to pay for damages to APMC according to the respective jurisdiction.
6. This NDA includes all clauses related to the confidentiality of the information provided by APMC. Changes of this NDA must be made in written language.
7. This Agreement will be governed and construed in accordance with the laws of Switzerland. The place of jurisdiction shall be Zurich. The language to be used shall be German.

.....,the

Location/Date

Name and family name/authorized signature Representative
INVESTOR