

NONDISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between AWAIBA Lda, having its office at Madeira Technopolo 9020-105 Funchal Madeira and having as affiliated company AWAIBA GmbH with registered office at Am Wegfeld 30, 90427 Nürnberg, Germany, ("Company A") as disclosing party,

and _____

with its place of business at :

("Company B) as receiving party."

Company B wishes to receive confidential information on the subject of AWAIBA's CMOS IMAGE SENSORS and RELATED MATTERS. In recognition of the Disclosing Party's interest in protecting its confidential information, each party, as a Receiving Party, agrees as follows:

1. Confidential Information shall mean information provided by the Disclosing Party to the Receiving Party which relates to past, present or future products and services, software, inventions, processes, techniques, designs, marketing and pricing plans, financial statements, prospective and existing customers, suppliers, materials and other technical or business information treated or designated by the Disclosing Party as confidential information.
2. The Receiving Party shall:
 - a. hold all Confidential Information in confidence and protect it with the same degree of care with which the Receiving Party protects its own confidential information, but in any event with no less than a reasonable standard of care;
 - b. use Confidential Information only for the purposes permitted or as necessary to fulfill contractual duties between company A and B or to develop business between company A and B;
 - c. not copy or otherwise duplicate Confidential Information, or knowingly allow anyone else to copy or otherwise duplicate any Confidential Information then under its control;
 - d. restrict disclosure of Confidential Information solely to its employees with a need-to-know for the purpose of this Agreement, who are under legal obligations requiring them to keep such Confidential Information confidential; and
 - e. not otherwise disclose Confidential Information to any other party and
 - f. not disassemble or reengineer or have by any third party analyzed or disassembled or reengineered any confidential information, including any prototypes or samples, without prior written approval of the Disclosing Party.

3. The provisions of Section 2 above shall not apply to Confidential Information that the Receiving Party can show:
 - a. was already known to it or its affiliates prior to disclosure to the Receiving Party;
 - b. has become publicly known through no wrongful act of it or its affiliates;
 - c. was generally available to the public prior to disclosure to the Receiving Party;
 - d. was developed by it or its affiliates independently of the disclosure of the Confidential Information by the Disclosing Party;
 - e. has been disclosed to it by a third party without any obligation of confidentiality or restriction on use; or
 - f. is approved for release by written authorization of the Disclosing Party.
4. In the event that the Receiving Party is required by applicable statute or regulation or by judicial or administrative process to disclose Confidential Information, Receiving Party shall promptly notify the Disclosing Party of such requirement, and shall assist the Disclosing Party in obtaining a protective order or other assurances that the Confidential Information will be kept confidential.
5. Confidential Information disclosed under this Agreement remains the property of the Disclosing Party or its licensors. Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information, and, without limitation, specifically does not include any license to use or duplicate software, designs or layout's .
6. If any provision of this Agreement shall be held by a court to be illegal, invalid, or unenforceable, the remaining provisions shall be considered unaffected, and this Agreement shall be considered modified to the extent necessary to render the provisions of this Agreement enforceable to the fullest extent permitted by law.
7. At any time upon the request of the Disclosing Party, the Confidential Information, including all copies and all notes that may have been created that contain Confidential Information, shall be returned to the Disclosing Party, or, with the consent of the Disclosing Party, be certified as destroyed by Receiving Party.
8. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be altered, modified or amended except by writing executed by both parties.
9. This Agreement shall enter in force on the day executed by the disclosing party. The agreement can be terminated by either party without giving reason by written registered communication granting a 60 day notice period.
10. The restrictions contained in this Agreement, with regard to any particular Confidential Information, shall extend for a period of five (5) years after termination of the Agreement.
11. This Agreement shall be governed by and construed in accordance with the laws of Germany.

12. All disputes that may arise under or in relation to this Agreement shall be settled by arbitration, pursuant to the Commercial Arbitration Rules of the International Chamber of Commerce in Paris. The Arbitration shall be held in Nürnberg Germany.

The award rendered by the arbitrator(s) shall be final and binding upon the parties and shall not be subject to appeal to any court, and shall be enforceable in any court having jurisdiction over the parties against whom the award was rendered.

13. The parties agree that the agreement can be executed by fax or other electronic communication.

14. By virtue of relevant powers of attorney, the signature of one AWAIBA shall be valid as a signature for all of the above AWAIBA companies. The parties agree that the agreement can be executed by fax or other electronic communication.

AWAIBA

By: _____

By: _____

Print Name: _____

Print Name: Martin Wäny

Title: _____

Title: CEO

Address:

Address:

Madeira Technopolo

9020-105 Funchal Madeira

Portugal

Effective Date: _____

Effective Date: _____