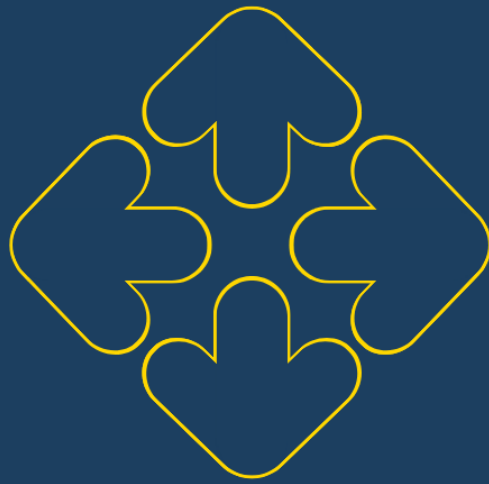


DSMS

GMBH



INTERNATIONAL CHAMBER
OF COMMERCE
NON-CIRCUMVENTION,
NON-DISCLOSURE & WORKING
AGREEMENT (NCNDA)

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)

WHEREAS THE UNDERSIGNED WISH TO ENTER INTO THIS AGREEMENT TO DEFINE CERTAIN PARAMETERS OF THE FUTURE LEGAL OBLIGATIONS, ARE BOUND BY A DUTY OF CONFIDENTIALITY WITH RESPECT TO THEIR SOURCES AND CONTACTS. THIS DUTY IS IN ACCORDANCE WITH THE INTERNATIONAL CHAMBER OF COMMERCE.

WHEREAS THE UNDERSIGNED DESIRE TO ENTER A WORKING BUSINESS RELATIONSHIP TO THE MUTUAL AND COMMON BENEFIT OF THE PARTIES HERETO, INCLUDING THEIR AFFILIATES, SUBSIDIARIES, STOCKHOLDERS, PARTNERS, CO-VENTURES, TRADING PARTNERS, AND OTHER ASSOCIATED ORGANIZATIONS (HEREINAFTER REFERRED TO AS "AFFILIATES").

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES, ASSERTIONS AND COVENANTS HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPTS OF WHICH IS ACKNOWLEDGED HEREBY, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERMS AND CONDITIONS

A. THE PARTIES WILL NOT IN ANY MANNER SOLICIT, NOR ACCEPT ANY BUSINESS IN ANY MANNER FROM SOURCES OR THEIR AFFILIATES, WHICH SOURCES WERE MADE AVAILABLE THROUGH THIS AGREEMENT, WITHOUT THE EXPRESS PERMISSION OF THE PARTY WHO MADE AVAILABLE THE SOURCE AND,

B. THE PARTIES WILL MAINTAIN COMPLETE CONFIDENTIALITY REGARDING EACH OTHER'S BUSINESS SOURCES AND/OR THEIR AFFILIATES AND WILL DISCLOSE SUCH BUSINESS SOURCES ONLY TO THE NAMED PARTIES PURSUANT TO THE EXPRESS WRITTEN PERMISSION OF THIS PARTY WHO MADE AVAILABLE THE SOURCE, AND,

C. THAT PARTIES ARE DESIROUS OF ENTERING INTO A MUTUAL BENEFICIAL AGREEMENT AND TO THE BEST OF THEIR ABILITIES WILL ASSURE THE OTHER THAT ALL TRANSACTION CODES ESTABLISHED WILL NOT BE AFFECTED.

D. THAT THEY WILL NOT DISCLOSE **NAMES, ADDRESSES, E-MAIL ADDRESS, TELEPHONE AND TELE-FAX OR TELEX NUMBERS** TO ANY CONTACTS BY EITHER PARTY TO THIRD PARTIES OTHER THAN BUSINESS PARTNERS RELATED TO THIS AGREEMENT AND THAT THEY EACH RECOGNIZE SUCH CONTACTS AS THE EXCLUSIVE PROPERTY OF THE RESPECTIVE PARTIES.

E. BOTH PARTIES AGREE THAT THEY WILL NOT ENTER INTO ANY DIRECT NEGOTIATIONS OR TRANSACTIONS WITH SUCH CONTACTS REVEALED BY THE OTHER PARTY - DATE AND TIME STAMPS WILL BE USED TO ESTABLISH ORIGIN AND TIME OF SUCH INFORMATION AS SUCH INFORMATION COULD ALREADY BE IN THE HANDS OF THE OTHER PARTY.

F. FOR THE SAKE OF THIS AGREEMENT, IT DOES NOT MATTER WHETHER INFORMATION IS OBTAINED FROM A NATURAL OR A LEGAL PERSON.

G. IN THE EVENT OF CIRCUMVENTION OF THIS AGREEMENT BY EITHER PARTY, DIRECTLY OR INDIRECTLY, THE CIRCUMVENTED PARTY SHALL BE ENTITLED TO A LEGAL MONETARY PENALTY EQUAL TO THE MAXIMUM SERVICE IT SHOULD REALIZE FROM SUCH A TRANSACTION PLUS ANY AND ALL EXPENSES, INCLUDING BUT NOT LIMITED TO ALL LEGAL COSTS AND EXPENSES INCURRED TO RECOVER THE LOST REVENUE. PARAGRAPHS D AND E SHALL APPLY TO ESTABLISH CIRCUMVENTION.

H. THIS AGREEMENT IS VALID ON ALL TRANSACTIONS BETWEEN THE PARTIES HEREIN AND SHALL BE GOVERNED BY THE ENFORCEABLE LAW IN **ALL COMMONWEALTH COUNTRIES, EUROPEAN UNION COUNTRIES, USA COURTS**, OR UNDER SWISS LAW IN ZURICH. IN THE EVENT OF DISPUTE, THE ARBITRATION LAWS OF THE STATE OF AUSTRIA, WILL APPLY.

I. THE SIGNING PARTIES HEREBY ACCEPT SUCH SELECTED JURISDICTION AS THE EXCLUSIVE VENUE. THE DURATION OF THE AGREEMENT SHALL PERPETUATE FOR **FIVE (5) YEARS FROM LAST DATE OF SIGNING WITH A POSSIBLE RENEGOTIATION OF A NEW TERM.**

2. AGREEMENT TO TERMS

A. SIGNATURES TO THIS AGREEMENT RECEIVED BY THE WAY OF FACSIMILE, MAIL AND/OR E-MAIL SHALL BE DEEMED AN EXECUTABLE CONTRACT. AGREEMENT **ENFORCEABLE AND ADMISSIBLE** FOR ALL PURPOSES AS MAY BE NECESSARY UNDER THE TERMS OF THE AGREEMENT.

B. ALL SIGNATORIES HERETO ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT AND BY THEIR INITIALS AND SIGNATURE THAT THEY HAVE FULL AND COMPLETE AUTHORITY TO EXECUTE THE DOCUMENT FOR AND ON BEHALF OF THE PARTY FOR WHICH THEY HAVE GIVEN THEIR SIGNATURE.

3. TRANSMISSION OF THIS AGREEMENT

THE TRANSMISSION OF THIS AGREEMENT THROUGH FACSIMILE OR E-MAIL SHALL BE LEGAL AND BINDING. EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS AGREEMENTS.

EITHER PARTY MAY REQUEST HARD COPY OF ANY DOCUMENT THAT HAS BEEN PREVIOUSLY TRANSMITTED BY ELECTRONIC MEANS PROVIDED HOWEVER, THAT ANY SUCH REQUEST SHALL IN NO MANNER DELAY THE PARTIES FROM PERFORMING THEIR RESPECTIVE OBLIGATIONS AND DUTIES UNDER EDT INSTRUMENTS.

UNTIL THE TRANSFER OF THE AGREEMENT IN A PRINTED DOCUMENT, THE ELECTRONIC VERSION OF THE AGREEMENT IS AN AUTHENTIC DOCUMENT.

**“ACCEPTED AND AGREED WITHOUT CHANGE
(ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE)”
EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)**

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS CONTRACT. AS APPLICABLE, THIS AGREEMENT SHALL BE:

INCORPORATE U.S. PUBLIC LAW 106-229, “ELECTRONIC SIGNATURES IN GLOBAL & NATIONAL COMMERCE ACT” OR SUCH OTHER APPLICABLE LAW CONFORMING TO THE UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001)

1. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) ADOPTED BY THE UNITED NATIONS CENTRE FOR TRADE FACILITATION AND ELECTRONIC BUSINESS (UN/CEFACT).

2. EDT DOCUMENTS SHALL BE SUBJECT TO EUROPEAN COMMUNITY DIRECTIVE NO. 95/46/EEC, AS APPLICABLE. EITHER PARTY MAY REQUEST HARD COPY OF ANY DOCUMENT THAT HAS BEEN PREVIOUSLY TRANSMITTED BY ELECTRONIC MEANS PROVIDED HOWEVER, THAT ANY SUCH REQUEST SHALL IN NO MANNER DELAY THE PARTIES FROM PERFORMING THEIR RESPECTIVE OBLIGATIONS AND DUTIES UNDER EDT INSTRUMENTS.

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)

Party 1

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Designation:	CEO
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Email Address:	headoffice@dsms.at
Web Address:	dsms.at
Today's Date:	
SIGNATURE & SEAL	

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)

Party 2

NAME:	
Company Name:	
Designation:	
Address:	
Telephone #:	
Fax #:	
Email Address:	
Web Address:	
Today's Date:	
SIGNATURE & SEAL	

