

NON-DISCLOSURE AGREEMENT

between Waldorf Music GmbH
Lilienthalstr. 7
53424 Remagen
Germany
("WALDORF")

and _____

("CONFIDANT")

RECITALS

- A. WALDORF and CONFIDANT (collectively, the "Parties") wish to exchange information with regard to existing and future Waldorf products.
- B. In the course of such exchange, WALDORF and CONFIDANT will obtain extensive knowledge of sensitive and confidential information about products, merchandise, trade secrets and other proprietary items belonging to WALDORF ("Confidential Information"). The Parties acknowledge that the release of such Confidential Information to other companies and/or other persons could be harmful and greatly damage the Parties, and acknowledge the importance of keeping secret all such Confidential Information.

THE PARTIES AGREE AS FOLLOWS:

1. Obligation of Non-Disclosure

The Parties hereby covenant and agree that they will not disclose any Confidential Information to anyone outside of WALDORF and CONFIDANT. Confidential Information specifically includes all information relating to software, hardware, properties, companies, customers, data or other information regarding the business of WALDORF as well as any other company affiliated with WALDORF including foreign subsidiaries and/or affiliates.

The Parties acknowledge that they may not disclose Confidential Information to any person, including unauthorised employees, who have no need to know such Confidential Information. For purposes of this Agreement, Confidential Information shall not include:

- (a) Information which is in the public domain;
- (b) Information which falls into the public domain through acts other than the parties' unauthorised acts;
- (c) Information already in the parties possession prior to the date of its exchange;
- (d) Information which is disclosed by third parties having the right to do so.

2. Use of Confidential Information

The parties define Confidential Information to include not only initial information, released and intended as a basis for discussions, but also any such additional information as may be disclosed during the course of discussions. Any such Confidential Information will be for the parties' internal use only, and will not be disclosed to third parties. Any Confidential Information received will not be used for any purpose other than the testing of future and upcoming products.

3. Return of Confidential Information

In the event that no testing is performed or testing is cancelled, the Parties agree to return immediately upon request all documents and other materials of any kind whatsoever which have been submitted to the other party. This will include all notes, summaries, and any copies or recordings made of any Confidential Information given in any form, written or oral

5. Disclosure

If, at the request of a party, it is necessary to forward any Confidential Information to any other third party for review and advice, the responsible officers from each party, in consultation, will determine whether the party to whom Confidential Information is to be revealed shall be cautioned regarding the confidentiality or shall be required to execute and deliver a non-disclosure agreement prior to the disclosure.

6. General

- (a) The invalidity or un-enforceability of any term or condition of this Agreement shall in no way affect any other term or condition contained herein.
- (b) This Agreement may not be assigned without the written permission of the other

party. This Agreement shall be binding upon the heirs, successors, assigns and legal representatives of both parties hereto.

- (c) This Agreement shall be construed according to the laws of Germany. In the event of any dispute between the Parties the prevailing party shall be entitled to costs and attorneys fees.
- (d) The remedy at law for any breach of this Agreement shall be deemed inadequate, and each party, its successors and assigns, shall be entitled to injunctive relief in addition to any other remedy permitted by law.

Waldorf Music GmbH

By: _____

Printed Signature and Titel

Date Executed _____

CONFIDANT

By: _____

Printed Signature _____

Date Executed _____