

**MUTUAL CONFIDENTIALITY  
AGREEMENT**  
Stand 3/10

between

**Attaction Group**  
P.O.Box 1409 / Luessirainstr. 52, 6300 Zug, Switzerland  
represented by CEO / Verwaltungsrat Sigggi Kögl

hereinafter: "Attaction"

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

represented by \_\_\_\_\_

hereinafter: "Contracting Partner " –

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**Strictly Confidential**

In the context of a possible cooperation or investment ("the Cooperation") between the Contracting Partner and Attaction, the parties are obtaining from each other certain secret and confidential information with regard to Attaction and the Contracting Partner, including information on the terms or potential terms of the Cooperation, existing and new projects/products, the business activities of the parties, the financial situation, the accounts, assets, liabilities, investors and potential investors ("Secret Information").

By entering into this Agreement, the parties undertake to ensure the confidentiality of Secret Information made available to the other party in connection with the evaluation of the Cooperation.

Based on the foregoing, the parties hereby agree as follows:

1. The parties undertake to maintain confidentiality with regard to the Secret Information and to make use of the Secret Information solely for purposes of evaluating the Cooperation. The parties will refrain from making available the Secret Information to any third party without the prior written consent by the respective party.
2. The parties shall be obliged to inform any and all employees, advisors or other representatives including the financing banks of the obligation of confidentiality existing under this Agreement prior to making available Secret Information to any such party. The parties further undertake to provide for adequate protection against impermissible dissemination of Secret Information.
3. The obligation not to use and not to pass on Secret Information shall not apply with regard to information which
  - (i) has otherwise than by dissemination of a party become public;
  - (ii) has previously been given to a party by the other party or by its representatives on a non-confidential basis;
  - (iii) has been passed on to a party by a third party on a non-confidential basis, unless that party is aware or has reason to believe that the third

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party has thereby violated a confidentiality obligation with the other party.

4. The obligation of confidentiality shall not apply to the extent the parties are obliged by law to disclose Secret Information in court proceedings, administrative proceedings or any other proceedings.
5. Each party undertakes with regard to any documents, parts of documents and copies of documents forwarded to him and contain Secret Information, to return, at the request of the other party, any such documents or to destroy such documents and to confirm the destruction in writing to the other party.
6. Neither the fact that the contemplated negotiations take place nor the disclosure of Secret Information in accordance with this Agreement shall constitute an obligation of either party to effect the Cooperation or to enter into business relations to the reflective party. The disclosure of Secret Information shall under no circumstances be understood to imply a grant of rights to use or exploit the Secret Information therein, unless the other party expressly approves thereof.
7. The obligation to treat Secret Information, which was provided from one to the other party as confidential, shall remain unaffected if the contemplated negotiations will be terminated without success or the written information and documents are returned or destroyed according to clause 5.
8. The parties agree to consult each other and reach a consensus prior to any press release, which is in connection with the contemplated negotiations.
9. If one party breaches one of his obligations under this Confidentiality Agreement, this party is obliged, to pay the other party the damages resulting therefrom.
10. This Agreement shall be subject to the laws of Switzerland. Any disputes under this Agreement shall be subject to the exclusive jurisdiction of the courts of Zürich, Switzerland.

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11. Should any provision herein be invalid or unenforceable, all other provisions herein shall remain unaffected by such invalidity or unenforceability. The parties undertake to replace such invalid or unenforceable provision by a provision that best reflects the common interest of the parties in the light of the contemplated Cooperation.

Zug, the .....

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Attraction

....., the .....

\_\_\_\_\_  
Contracting Partner

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**Strictly Confidential**