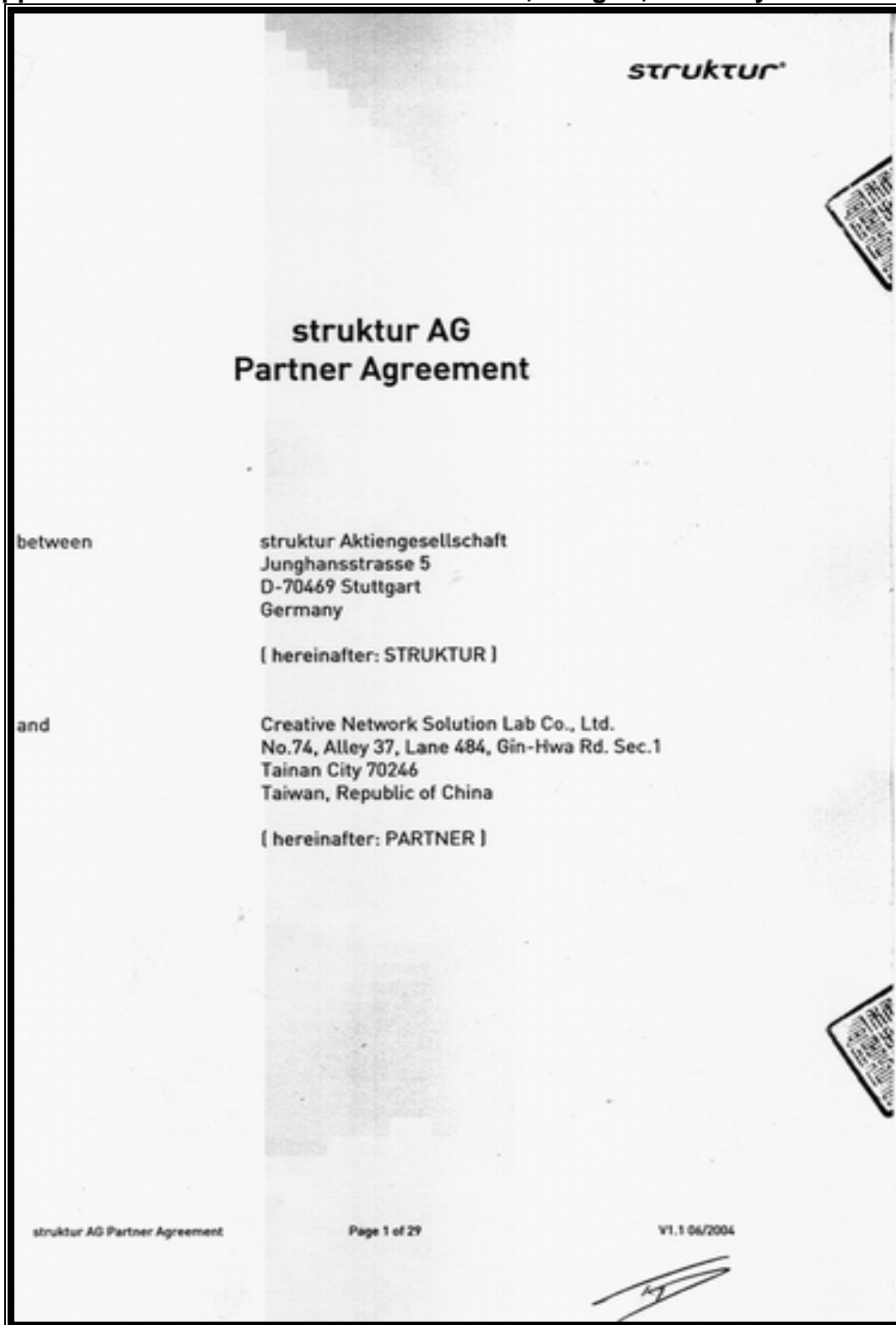
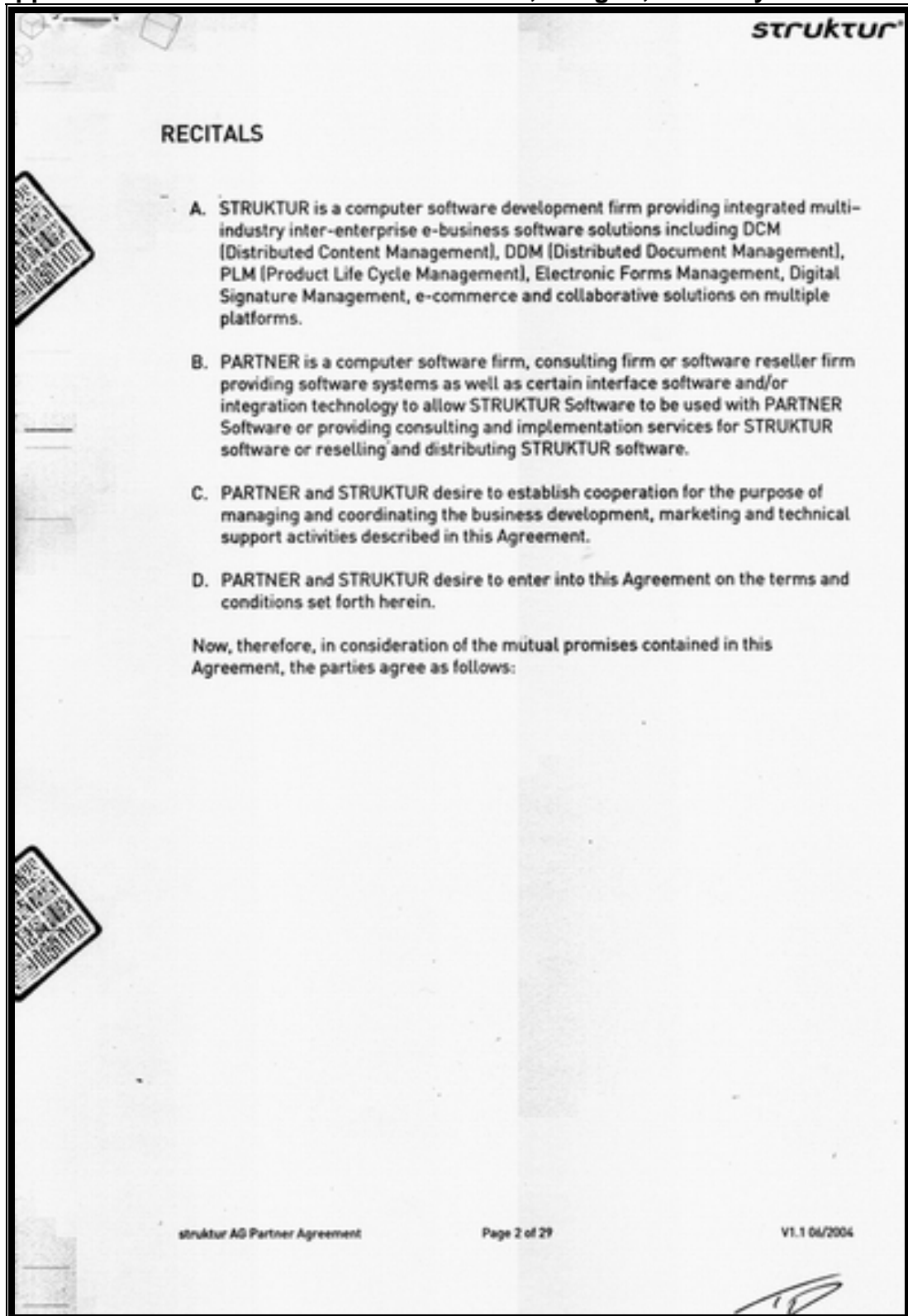


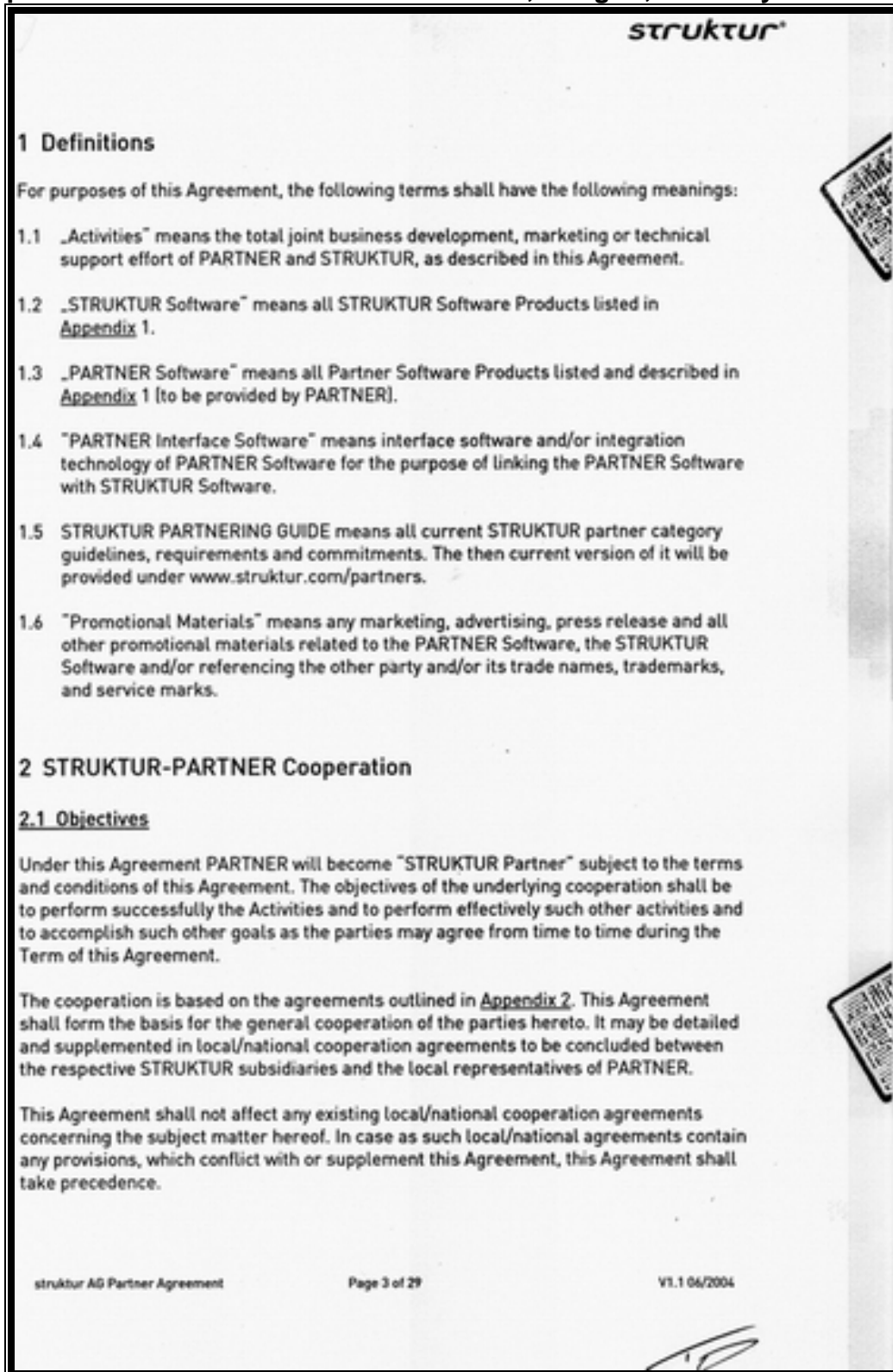
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 01/29



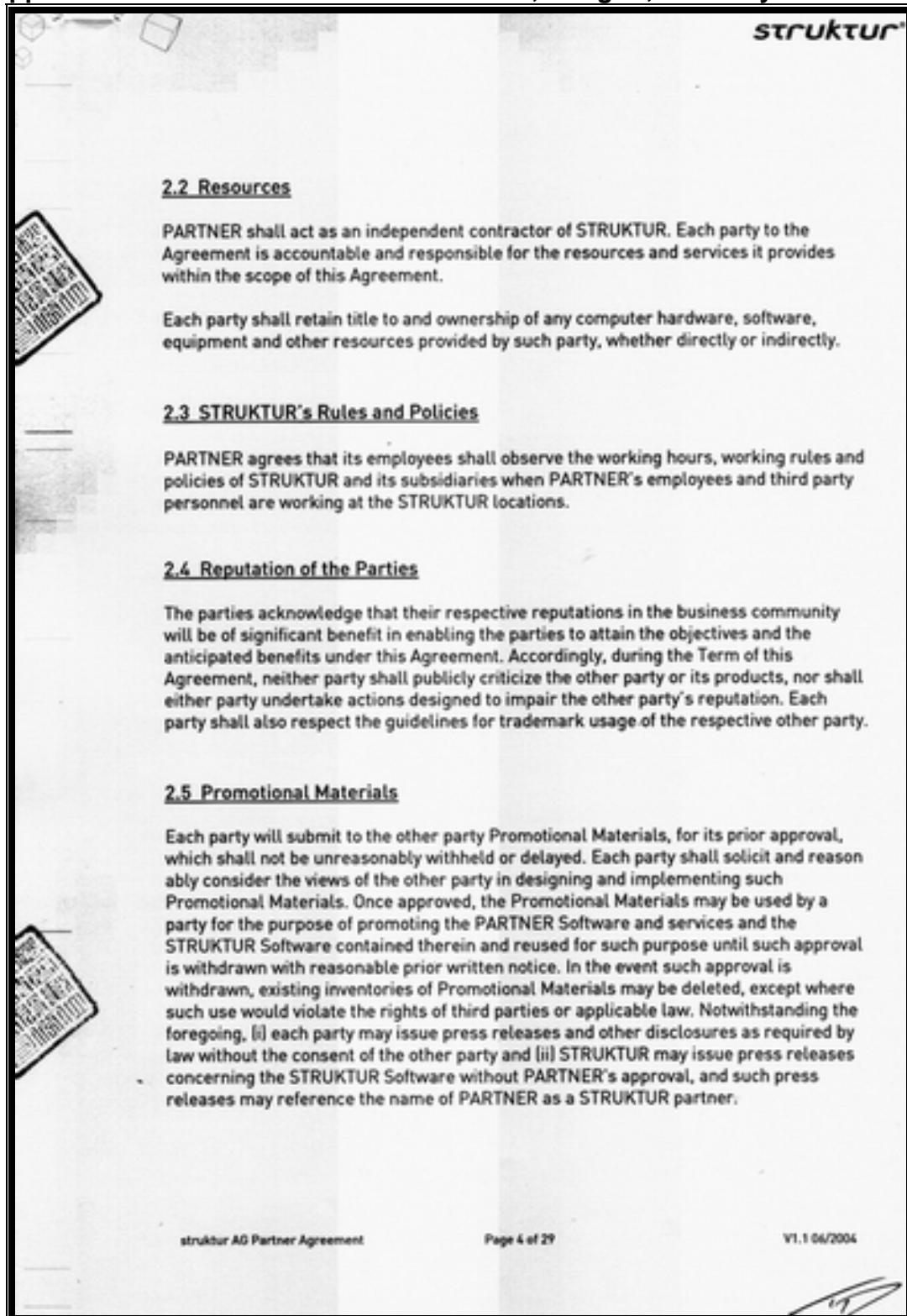
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 02/29



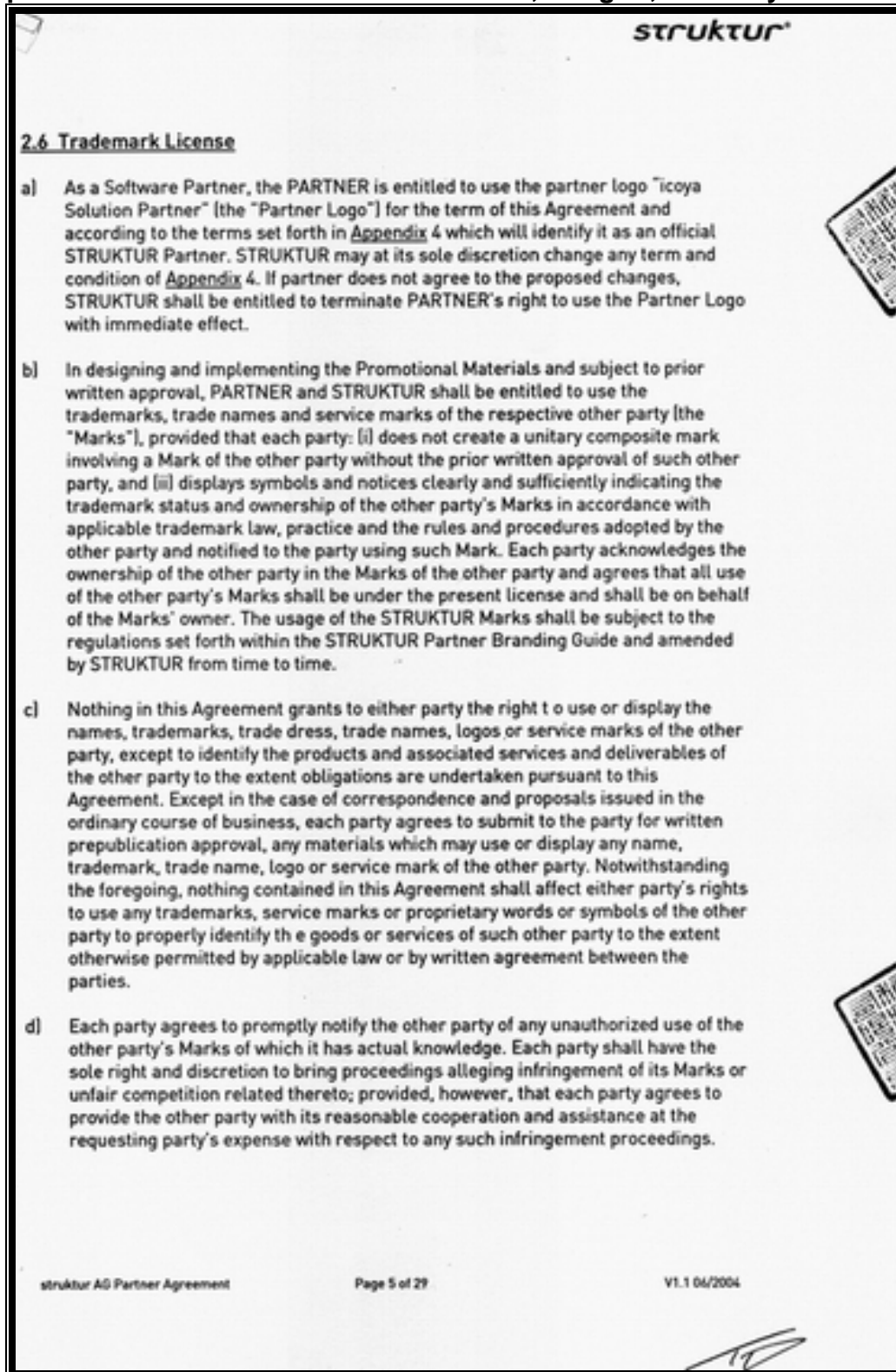
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 03/29



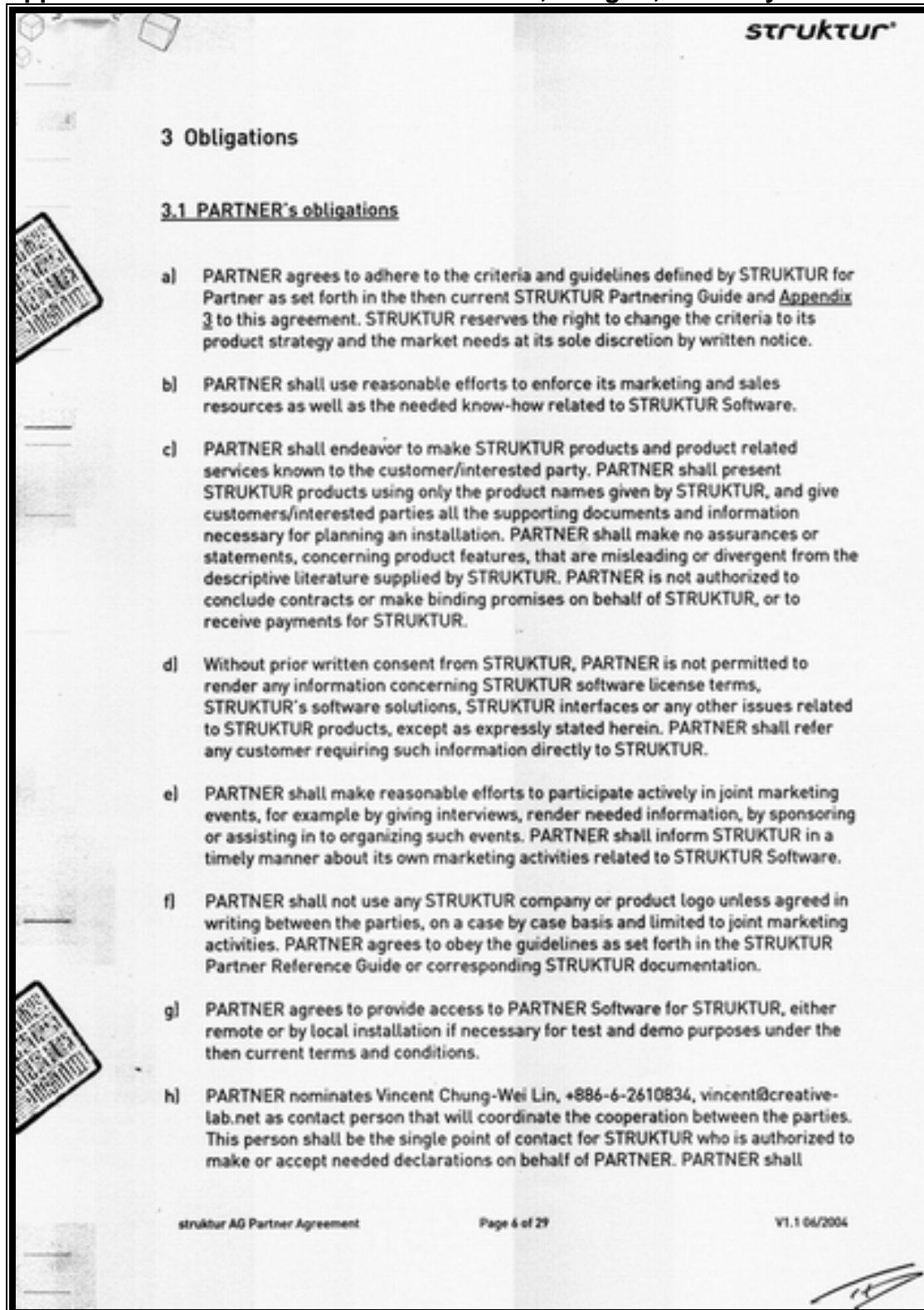
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 04/29



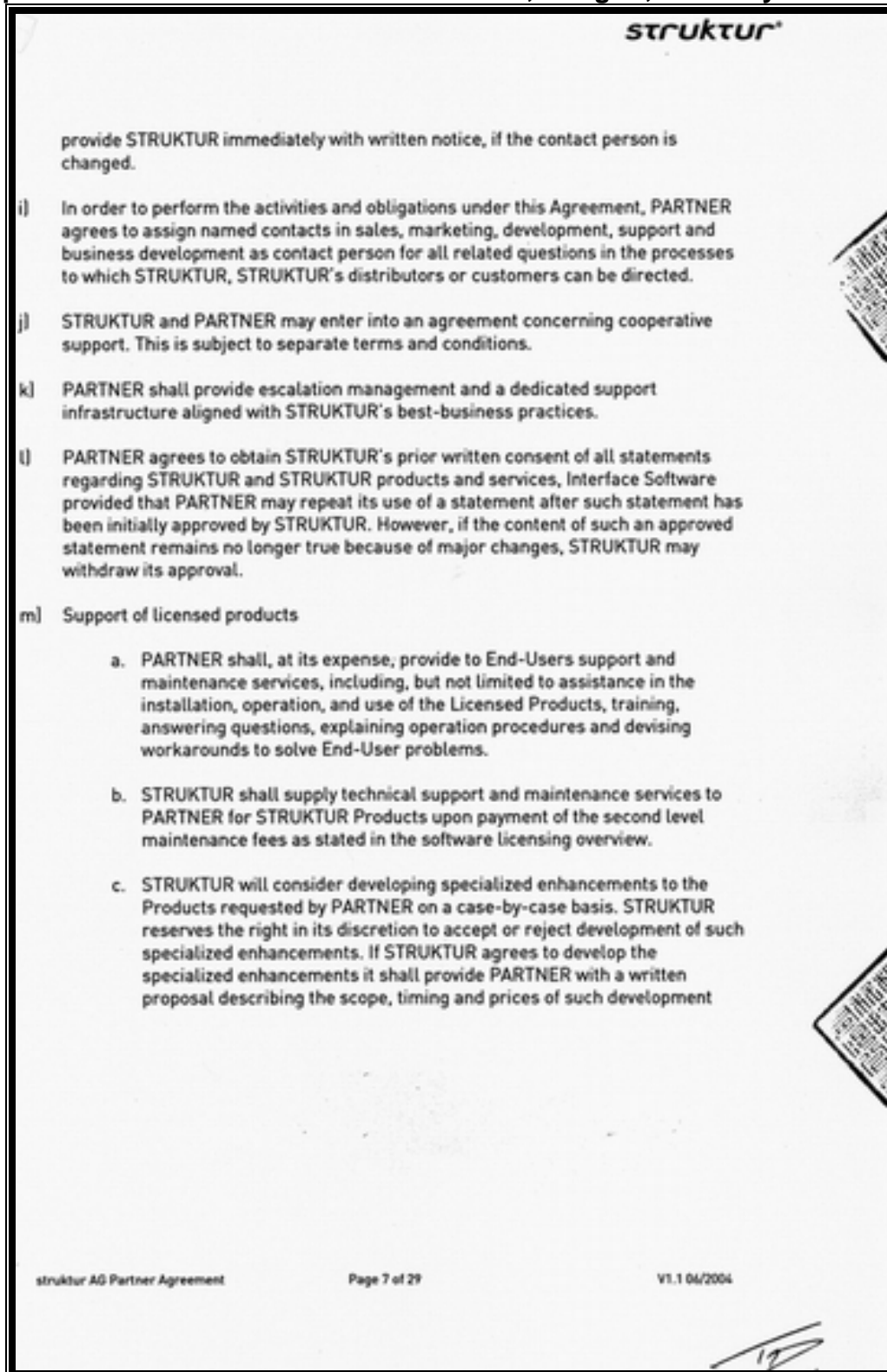
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 05/29



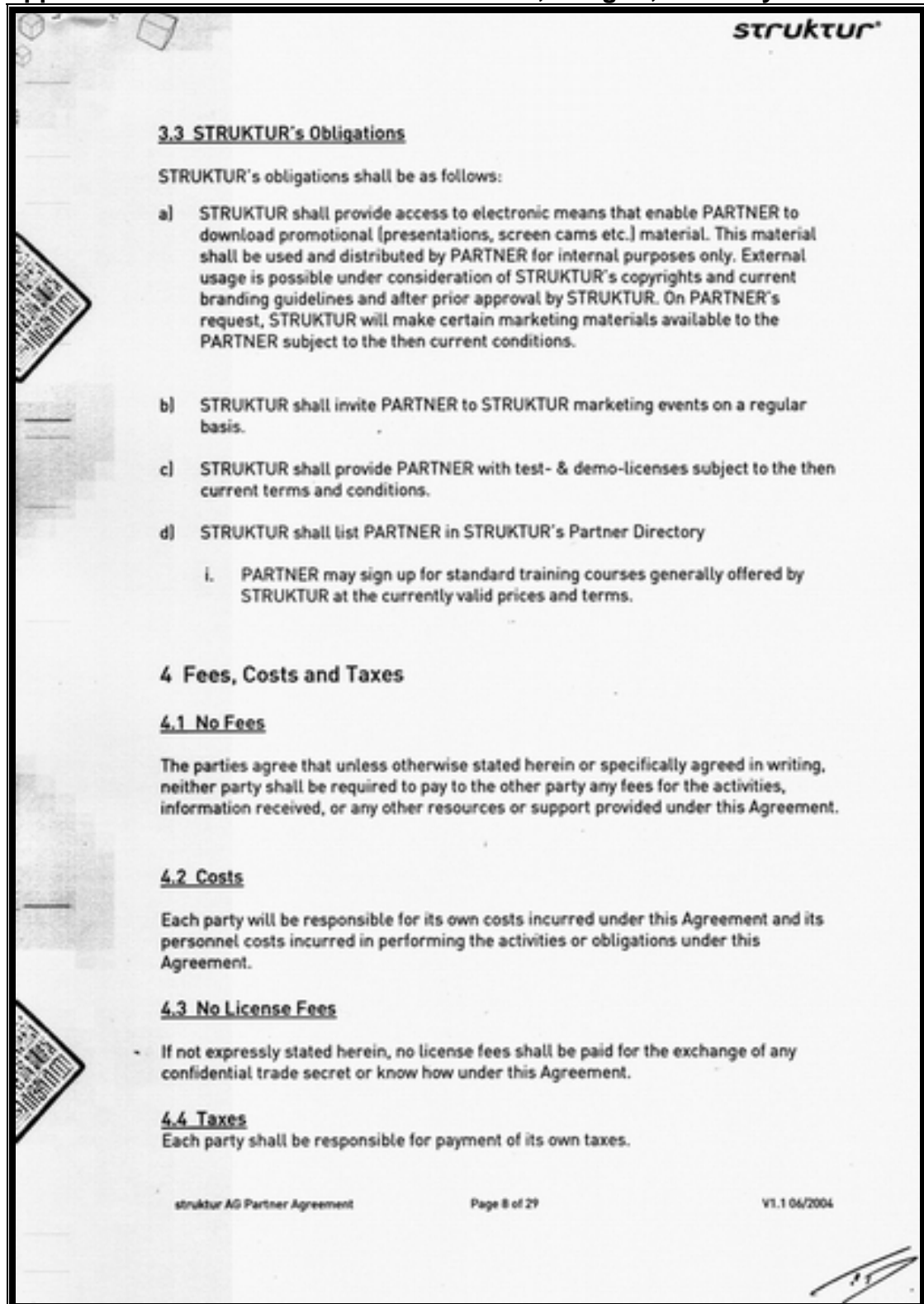
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 06/29



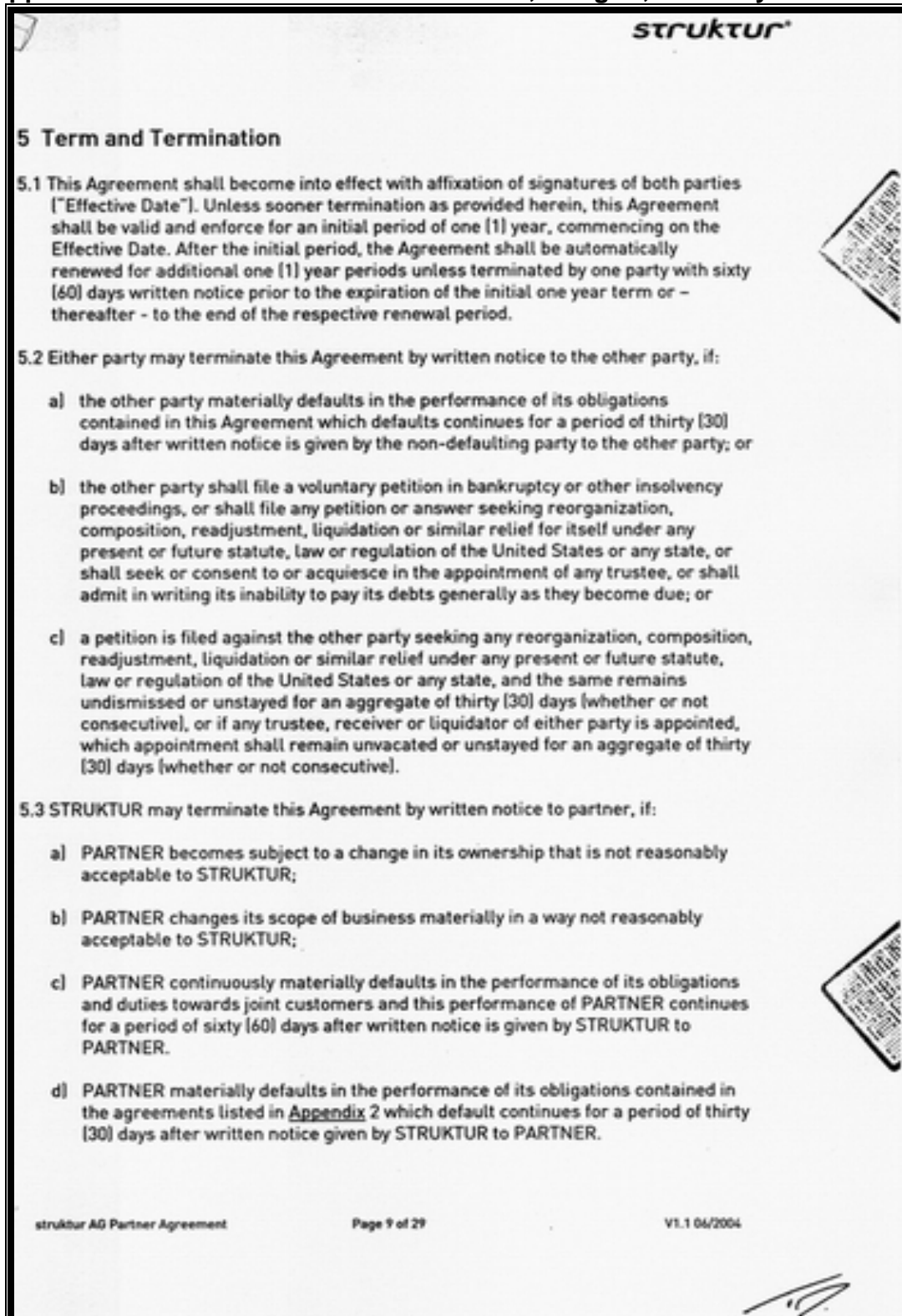
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 07/29



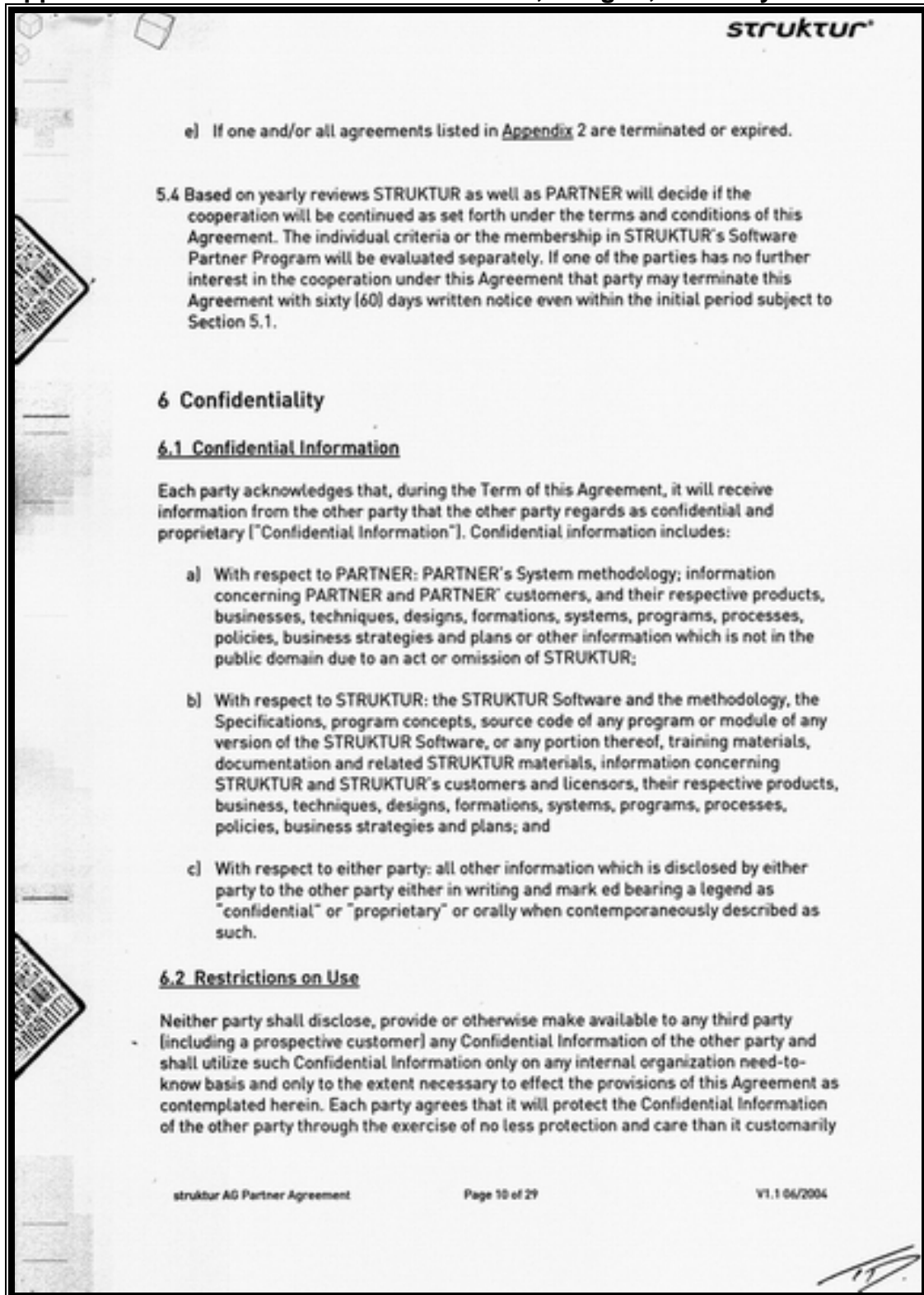
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 08/29



Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 09/29



Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 10/29



Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 11/29

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exercises in safeguarding its own proprietary information which it desires to retain in confidence, but always at least a reasonable degree of care. Each party shall advise its employees of the confidential nature of Confidential Information, to ensure by agreement or otherwise that such employees are prohibited from copying or revealing such Confidential Information except to the extent required to carry out the parties obligations under this Agreement, and to require that Confidential Information be kept in a secure location. Each party will promptly notify the other if it believes that Confidential Information has lost its status as such. Each party agrees to return the Confidential Information (and all copies and records thereof) of the other party immediately upon termination of this Agreement or the other part's earlier request therefore. The foregoing obligations shall survive any termination or expiration of this Agreement.

6.3 Nondisclosure of Agreement

Neither party shall disclose the terms or conditions of this Agreement without the prior written approval of the other party.

6.4 Non-Confidential Information

The foregoing shall not prohibit or limit a party's use of information, including but not limited to ideas, concepts, know how, techniques and methodologies, which

a) Is or become publicly available through no act or failure to act of the receiving party;

b) Is released by the disclosing party to any other person, firm or entity without restriction;


or

c) Is rightfully obtained by the receiving party without restriction.

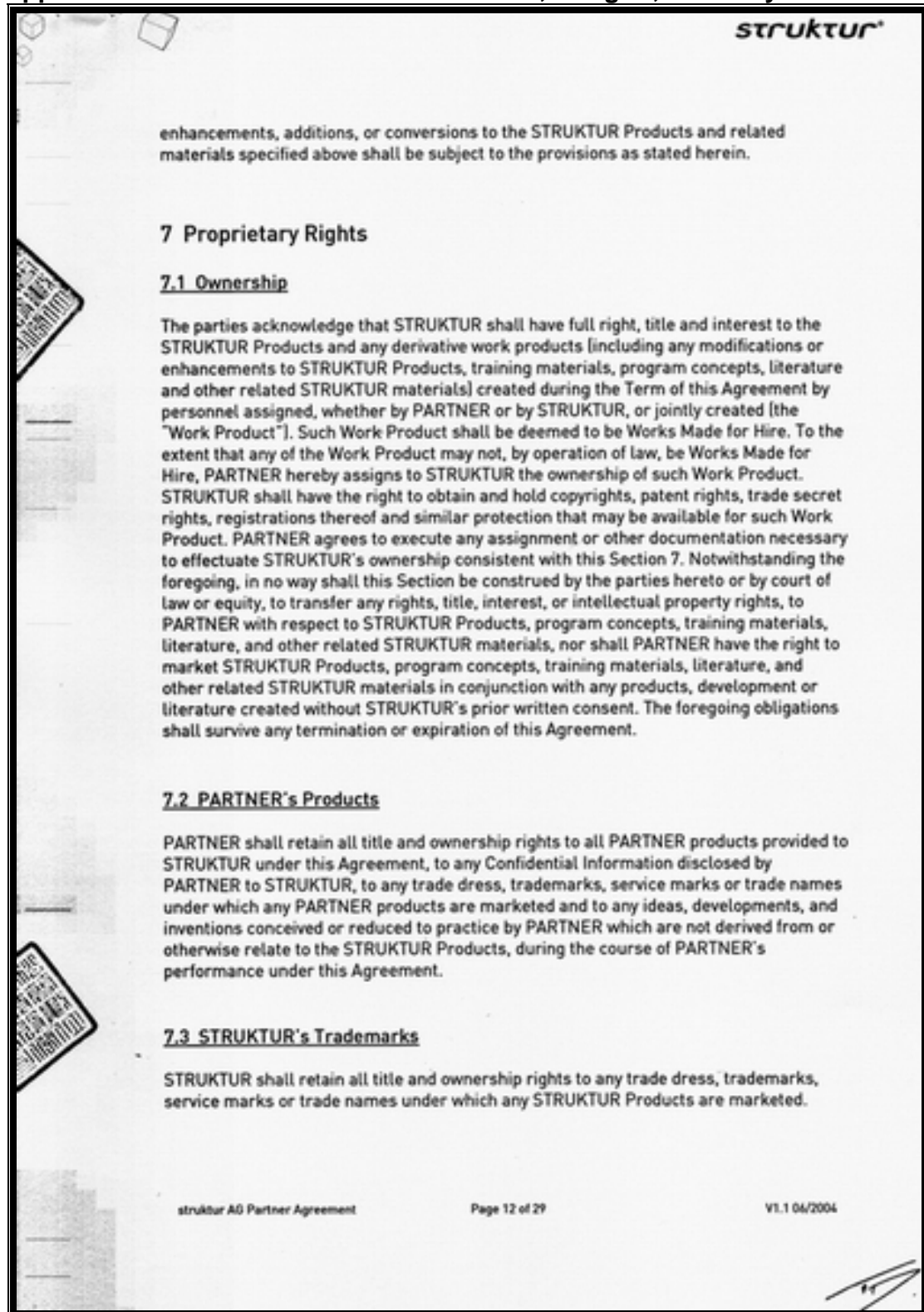
6.5 No Copies

Notwithstanding the foregoing, each party hereto understands that they may become familiar with each other's services and products and that PARTNER may become familiar with STRUKTUR products, specifically its proprietary STRUKTUR Software and related documentation ("STRUKTUR Products"). Accordingly, each party agrees with respect to the products of the other party (including all program concepts therein, training materials, literature and other related materials), that as the case may be, neither party shall copy, translate, disassemble or compile, nor create or attempt to create by reverse engineering or otherwise the source code from the object code, or to use such items to create derivative works. All updates, replacements, revisions,

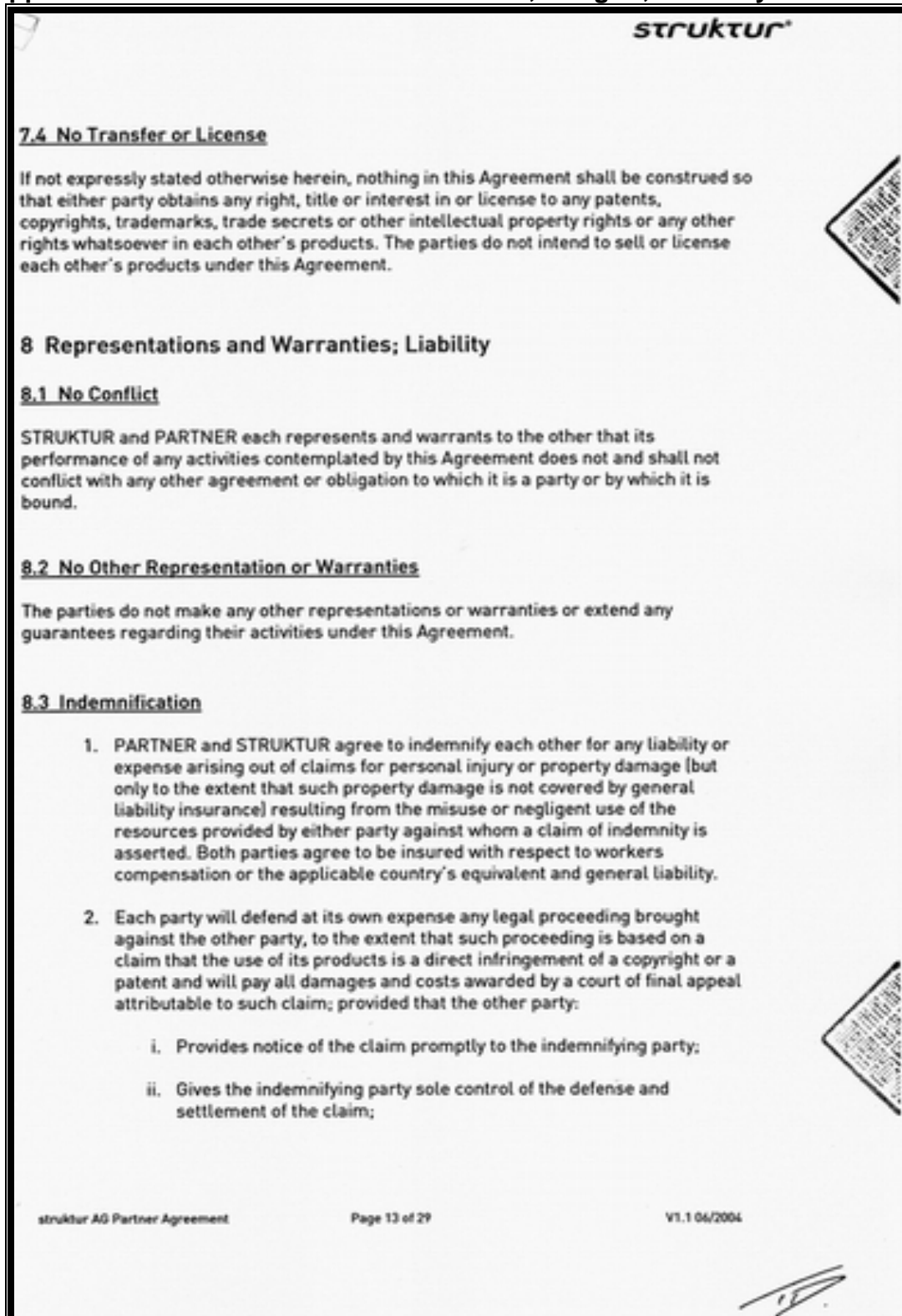
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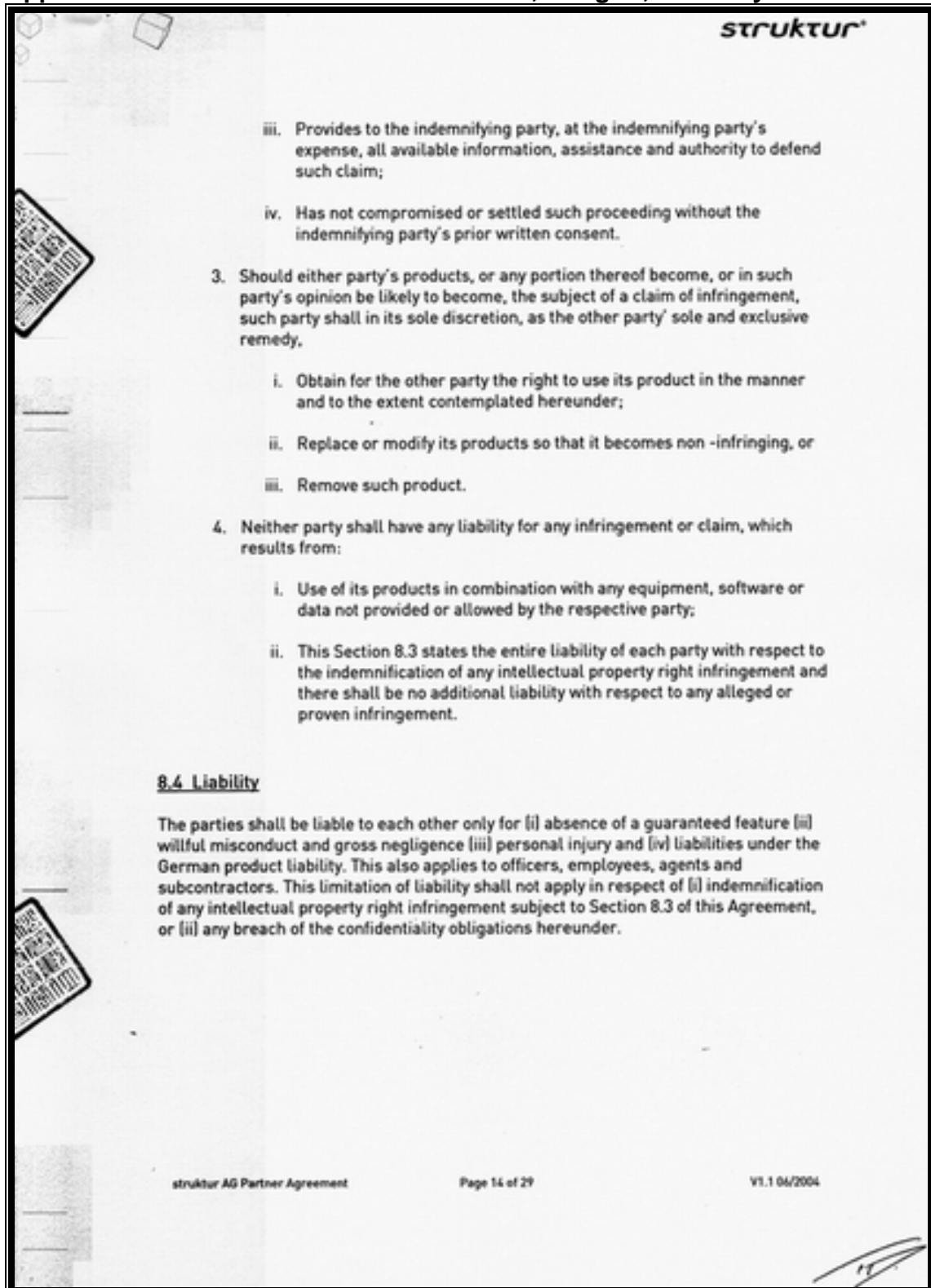
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 12/29



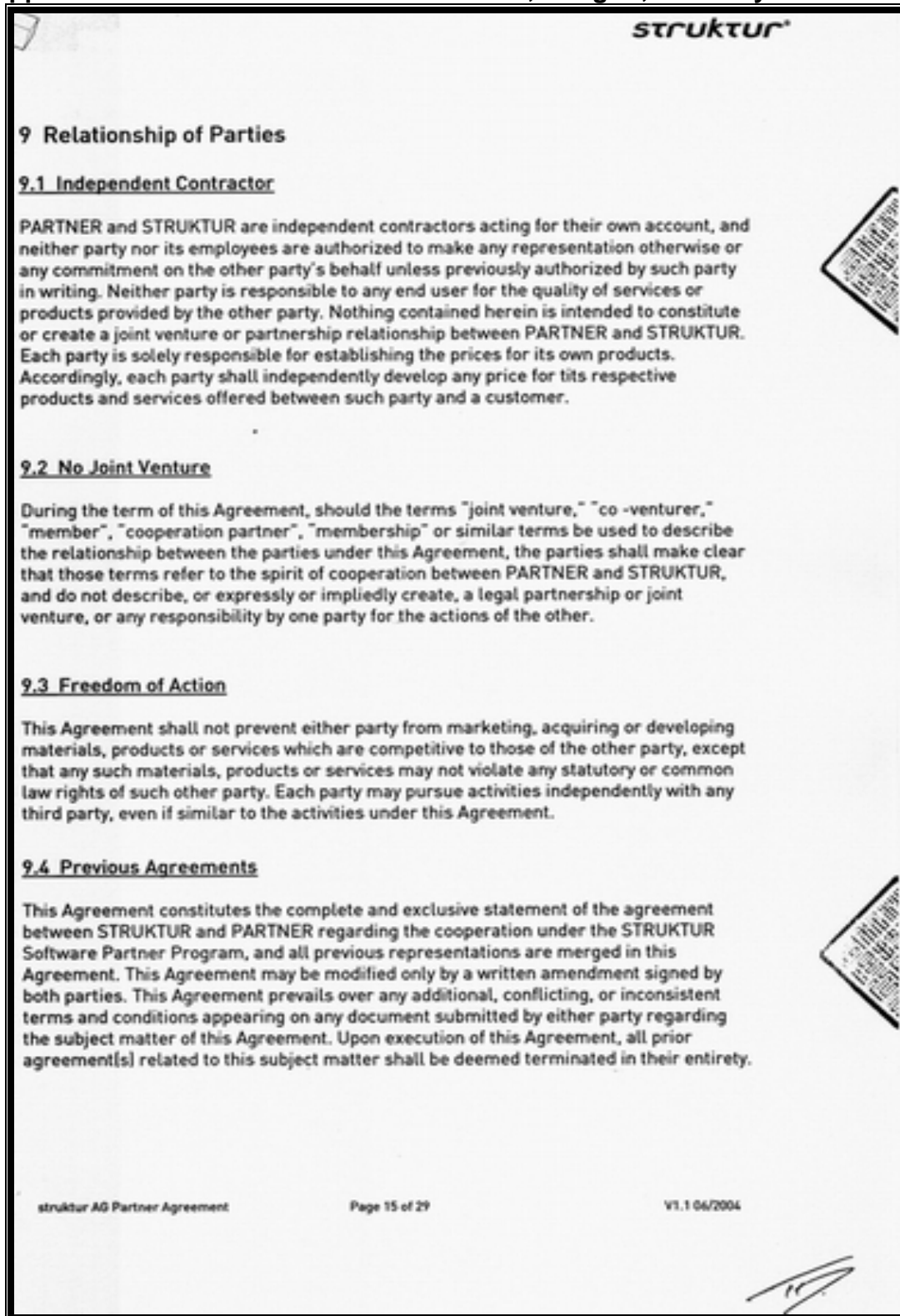
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 13/29



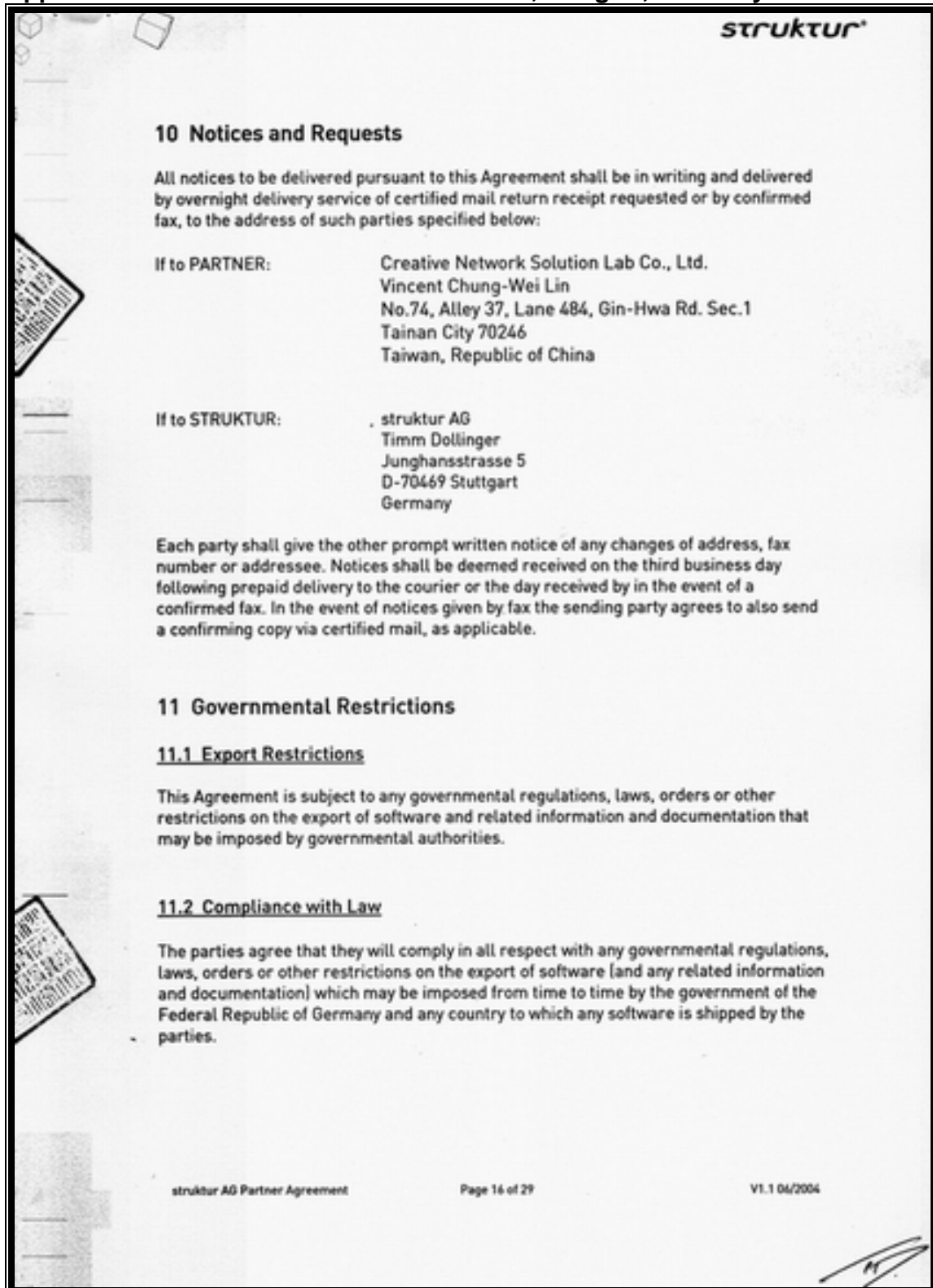
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 14/29



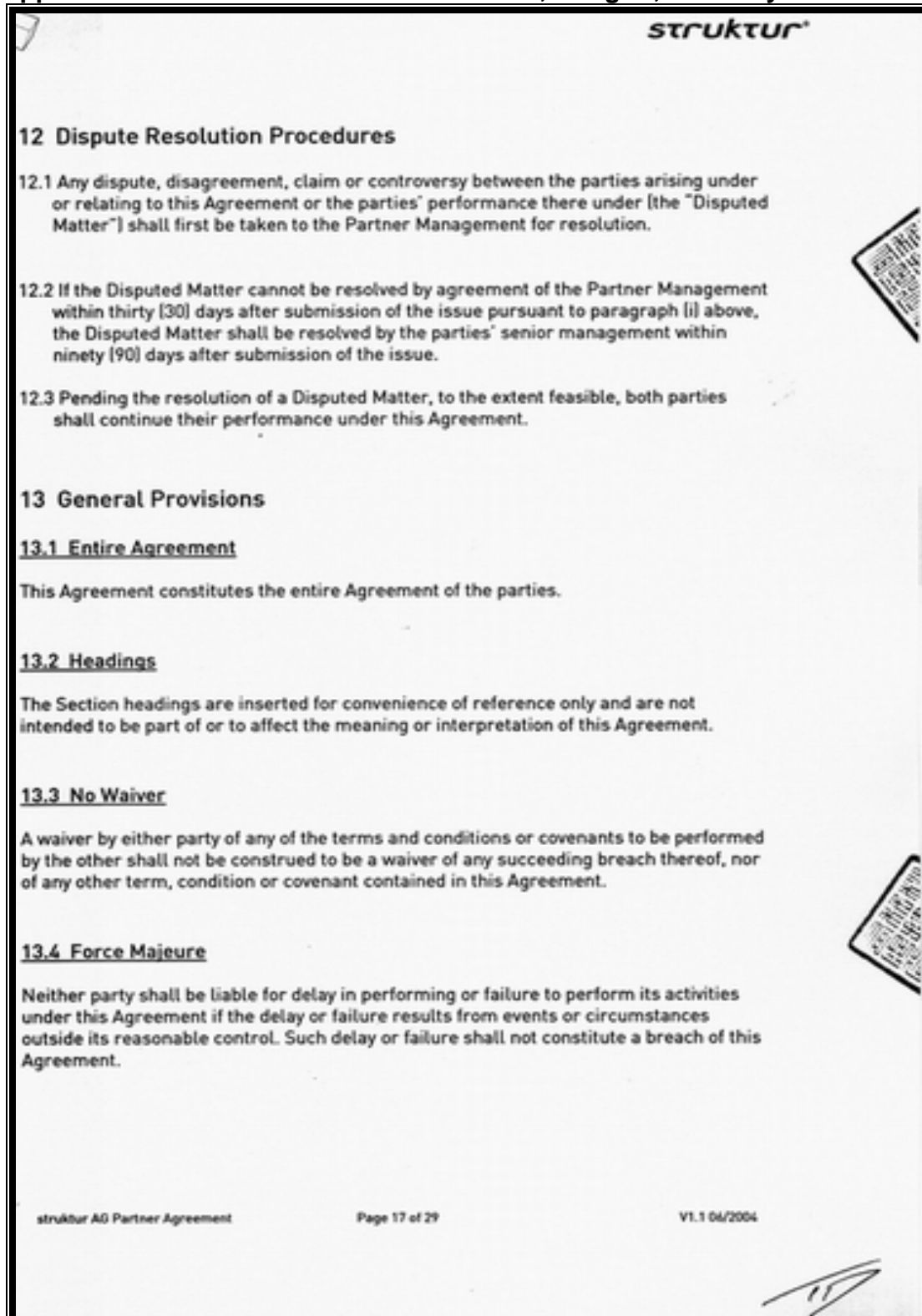
Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 15/29



Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 16/29



Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 17/29



Appendix F.: The Contract with Struktur AG, Sttugart, Germany 18/29

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13.5 Injunctive Relief

The parties agree that in the event of a breach of the provisions of Section 6, money damages may not be an adequate remedy; in such event, the aggrieved party may in addition to such other equitable and legal relief which may be available, seek the entry to injunctive relief by a court of competent jurisdiction.

13.6 Governing Law; Place of Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without reference to its choice of law rules. The Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The parties agree that all disputes arising from or in connection with this Agreement shall be decided by the courts of Stuttgart, Germany.

13.7 Amendments

This Agreement may not be modified except by a writing signed by both parties.

13.8 Severability

If any of the provisions of this Agreement are held invalid, such provisions shall be deemed severed and the remaining provisions shall remain provisions shall remain in full force and effect.

13.9 Non-assignment

This Agreement may not be assigned or transferred, nor may rights or obligations be delegated, without the prior written agreement of the parties. Notwithstanding the foregoing, this Agreement shall be binding upon an inure to the benefit of the parties to this Agreement, as well as their respective permitted successors and assigns.

13.10 Execution; Counterparts

This Agreement shall not be binding on either party unless and until both parties shall have executed it.

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Appendix F.: The Contract with Struktur AG, Stuttgart, Germany 19/29



The rest 10 pages product information will be offered upon request!