



SECRECY AGREEMENT

between Coltène/Whaledent GmbH + Co KG

Raiffeisenstr. 30
89129 Langenau
Germany
hereinafter called RECEIVING PARTY,

and Dr. Neill Luebke *18010 Continental Drive*
Brookfield WI 53045-1209
hereinafter called OWNER, *USA*

1. SUBJECT MATTER *Root canal instruments*
2. The OWNER and the RECEIVING PARTY are evaluating the possibility of cooperation on the above SUBJECT MATTER. It will, therefore, become necessary for the OWNER to pass on to the RECEIVING PARTY technical, commercial or other information, including test material, and/or to disclose to the RECEIVING PARTY secret documents and/or to give access to the RECEIVING PARTY to certain plant installations (all hereinafter referred to as INFORMATION). The OWNER expressly points out his interest in keeping the INFORMATION SECRET. The RECEIVING PARTY has also expressed its interest to obtain confidential treatment of the information and documents made available to the OWNER.
3. Therefore, the RECEIVING PARTY agrees to the following:
 - 3.1. The RECEIVING PARTY shall keep secret the INFORMATION received from the OWNER and shall not utilize it for itself nor any third party either commercially or technically or for research or for any other purposes than evaluation of the SUBJECT MATTER hereunder, it being understood that third parties shall also mean companies and/or persons controlling the RECEIVING PARTY or being controlled by it. All documents, samples and test material (as far as not used up) shall be returned to the OWNER as soon as reasonable, latest within 2 weeks after the date it has been asked to be returned.
 - 3.2. The RECEIVING PARTY shall only disclose the INFORMATION to those of its own employees who are or will be directly and necessarily involved in the SUBJECT MATTER.
 - 3.3. The RECEIVING PARTY shall bind its employees and/or delegates having access to the INFORMATION by adequate secrecy agreements.
4. The OWNER undertakes to treat equally confidential all INFORMATION and documents received from or made available by the RECEIVING PARTY who has qualified such INFORMATION and documents as secret matter.
5. Nothing contained herein shall in any way restrict or impair the right of the RECEIVING PARTY to use, disclose or otherwise deal with the INFORMATION which:
 - at the time of disclosure is or was generally available to the public or hereafter becomes generally available to the public through no act or failure to act of the RECEIVING PARTY; or

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- was not acquired directly or indirectly from the OWNER and which the RECEIVING PARTY can show was in its possession prior to the time of the disclosure; or
 - was independently made available as a matter of lawful right to the RECEIVING PARTY by a third party.
6. By the signature of this Agreement and the transfer of INFORMATION the RECEIVING PARTY does not acquire any right whatsoever to be granted a licence or any other rights not being specified herein or in any common agreement with the OWNER.
 7. The present Secrecy Agreement shall be valid for two years from its signature.
 8. This Agreement shall be construed under and governed by German Law. The parties hereto expressly agree that the place of jurisdiction shall be exclusively the RECEIVING PARTY's domicile.

Dated

16.9.08

RECEIVING PARTY:

W. Hauns Bödel

OWNER:

Steph Leuker