

Secrecy Agreement

between

Biomin Holding GmbH
Industriestraße 21
3130 Herzogenburg
Austria
(herein referred to as **Biomin**®)

and **University of Puerto Rico, Mayagüez Campus**
(herein referred to as **UPR**)

Preamble:

In connection with possible future co-operations in the field of silage starters and the corresponding products, **Biomin**® was asked by **UPR** for information about **Biomin**® products (hereinafter referred to as Information or Products) and research activities. In this connection **UPR** undertakes the following commitments:

Information to be considered CONFIDENTIALLY under this agreement is

- any knowledge, information, data or experience,
- records on electronical media,

From the provisions above shall be excepted information which

- is already known by us,
- had been provided legally or obligatory to us by any other third party,
- has become accessible to the public on other ways than through any kind of violation of this agreement, and
- concerns developments, we have already made before without use of the other parties information.

UPR will handle all Information placed at its disposal secretly and confidentially.

UPR will not pass any Information, which **UPR** was entrusted with on third parties, unless, it concerns a member of its staff, on whom we impose all provisions of this secrecy agreement in the same way as on the contractors themselves.

UPR will use all Information and data placed at its disposal only for the purpose of the tests and analysis with the provided Products described in the trial plan. **UPR** will not make any use of this Information or data on its behalf or pass such Information on to third parties without prior written consent of Biomin®. **UPR** will not take anything of this information for any kind of use without the conclusion of an agreement with your permission.

Intellectual Property:

UPR acknowledges and agrees that its dealing with the Products or with the Information provided does not create any right or interest in any intellectual property rights of Biomin® in the Products.

UPR will not oppose any application by Biomin to register its intellectual property rights in the Products or Information gathered out of this cooperation in any country.

UPR will provide all assistance to Biomin® if Biomin® wishes to stop any infringement in **UPR** of its intellectual property rights in the Products.

Biomin® reserves the right to reclaim all information or Biomin® products and research results already provided under this agreement at any time, as long as no further Cooperation Agreement with **UPR** is in force. A Letter of Intent (LOI) does not act as a Cooperation Agreement. If requested by Biomin®, **UPR** has to destroy any kind of Information or research results or dispose any Products, to comply with the fore mentioned provisions.

The provisions of this agreement keep validity for five years from the date of signing of this agreement.

UPR will inform Biomin® immediately if there is any suspicion that confidential information has been passed on unauthorized persons, which might be seen as a breach of this agreement without permission.

Publishing of the experimental data derived from the cooperation with Biomin® may just occur after consultation or written consent of Biomin®. The outcome of scientific evaluations concerning experimental data derived from the cooperation with

Biomin® (diploma thesis, PhD thesis, etc.) has to be treated confidentially with no access to Third Parties for a defined period of time (3 years).

Variation:

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.

Severability:

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

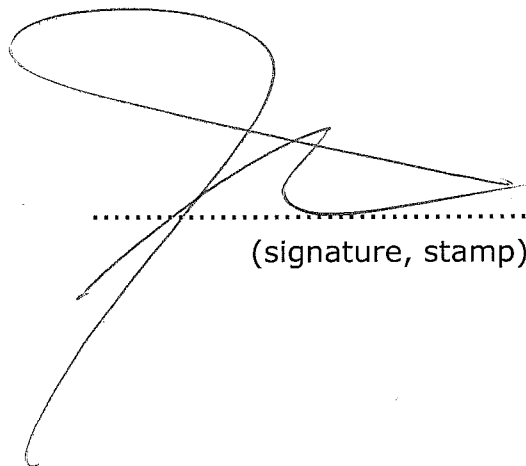
Notices:

A notice or other communication connected with this Agreement ("**Notice**") has no legal effect unless it is in writing and:

- sent by registered post, postage prepaid, to the address for service of the addressee;
- sent by facsimile to the facsimile number of the addressee; or
- otherwise delivered at the address for service of the addressee.

We accept the conditions above for the providing of the information and the product itself.

Margaret, Puebla
.....
(place, date)


.....
(signature, stamp) *MP*

.....
(place, date)

.....
(signature, stamp)