

**CONFIDENTIAL DISCLOSURE AGREEMENT**

This agreement is made and entered into in duplicate by and between

Draeger Sicherheitstechnik GmbH, Revalstraße 1, 23560 Lübeck, Federal Republic of Germany.

hereinafter called DST

and

VANDAGRAPH LTD, 15 Station Road, Crosshills, Keighley, West Yorkshire. BD20 7DT, Great Britain.

hereinafter called VL -

both together hereinafter called the Parties -

**Recital:**

The Parties cooperate in order to develop an O2-Measuring Instrument. During the course of this cooperation it may be necessary for DST to disclose to VL certain information which DST regards as being confidential. In consideration hereof the Parties agree as follows:

1. VL agrees to maintain in strict confidence and not to disclose to any third party other than VL all of the technical knowledge and information which might be disclosed by DST to it during the work, unless DST has given its prior written approval to such disclosure.
2. The obligation of confidentiality and non-disclosure shall not prevail against such technical knowledge and information which
  - 2.1 is at the time of disclosure or become after such disclosure part of the public domain.
  - 2.2 was in VL possession at the time of disclosure.
  - 2.3 is disclosed by DST to others on a non-restricted basis.
  - 2.4 is or becomes available to VL from third parties without breach of an obligation to DST in making such disclosure.
3. VL will be released from its obligation under this Agreement after a period of five years after the execution of this Agreement.

4. VL declares to return to DST at any time, if DST desires so, immediately any of the information mentioned in Art. 1 hereof. VL shall not make copies or excerpts of such information without the prior written approval of DST and shall, if it has made copies or excerpts, for any reason whichever, return such copies or excerpts to DST together with the original information according to the first sentence of this Article.
5. If the Parties agree upon further cooperation with respect to the purpose of this Agreement and if a new agreement between the Parties contains provisions covering confidentiality and non-disclosure obligations, the provisions of such a new agreement shall have preference.

This Agreement comes into effect March 2001

VANDAGRAPH LTD

by:

Date:

13/03/01

Dräger Sicherheitstechnik GmbH

by:

13.03.2001

Date: