To: [Insert name of potential bidder] ("**you**")

[Insert address]

[Date]

**Non Disclosure Agreement**

Dear Sir/Madam,

Q Advisors, Maximilianstrasse 13, 80539 Munich, Germany, is exclusively retained to represent the owners (hereinafter referred to as the "**Vendors**") of the Company X in a potential acquisition by you of all or parts of the shares of Company Z (the "**Company**") and its direct and indirect subsidiaries Company A, Company B, Company C and Company D (the Company and the subsidiaries, all domiciled in Switzerland, together the "**Companies**" or the "**Target**"; such proposed acquisition the "**Potential Transaction**"), which will be referred to as project "**Signal**".

We understand that you wish to receive certain information relating to project Signal in connection with the investigation of the Potential Transaction. In consideration of making available to you such information and discussing with you the Potential Transaction, you hereby undertake and agree to the terms of this letter agreement (this "**Agreement**").

In this Agreement, the following terms are defined as follows:

"**Confidential Information**" means all information (whether oral, written or any other means) supplied or otherwise made available to you or to your Representatives by the Target, the Vendors or their Representatives in connection with the Potential Transaction and all documents and information prepared which contain or reflect such information by you or your Representatives, including the fact that you contemplate the Potential Transaction, but excluding information which

* 1. is or becomes generally available to the public (other than as a result of any breach of the provisions of this Agreement); or
  2. becomes available to you on a non-confidential basis from a third party which after due inquiry is not known to you or any of your Representatives to be bound by a contractual obligation of confidentiality to us; or
  3. was, except for the name of the Target and the information contained in the teaser, in your possession on a non-confidential basis prior to the signing of this Agreement or has been acquired or developed by you independently of this Agreement.

"**Group Entity**" means any entity which directly or indirectly controls you, is controlled by, or is under common control with you.

"**Representative**" means any affiliates, employees, directors, officers, financing sources, professional advisors (including any legal advisors), auditors or agents and their respective directors and employees.

1. The Confidential Information shall be kept strictly secret and confidential and you shall not, without the Vendors' or the Company's prior written consent, disclose any of it to any third party other than your Representatives and the directors or employees of you or your Group Entities, provided that you will direct each of these persons undertake to adhere to the applicable terms of this Agreement. The distribution and access to Confidential Information shall be limited to those persons who need to know the Confidential Information for the purpose of evaluating or advising on the Potential Transaction.
2. The Confidential Information shall not be used by you, any of your Group Entities or your Representatives for any purpose other than evaluating or advising on the Potential Transaction.
3. You agree to be liable for any damages, losses, costs and liabilities (including reasonable advisory fees) arising out of or in connection with any breach by you or by any of your Representatives of the provisions of this Agreement.
4. It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement and that the Vendors and/or the Companies are entitled to seek specific performance and injunctive or other equitable relief. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available to the Vendors and/or the Companies.
5. You shall upon our written request, at your expense, return to us or permanently delete and destroy all Confidential Information, except for (i) Confidential Information which has been automatically stored in your back-up systems that is not expunged in the ordinary course or (ii) Confidential Information retained as required by your respective bona fide record retention policies to comply with legal and/or regulatory requirements.
6. This Agreement does not restrict the disclosure of Confidential Information to any courts, regulatory bodies, competent authorities, self-regulatory bodies or stock exchange bodies provided, that (i) such disclosure is required by any legal, administrative or regulatory provision, (ii) you submit the Company or the Vendors with prompt written notice of such requirement in order for us to seek possible protective orders and (iii) you, your Group Entities and your Representatives shall take all measures to keep such disclosure to a minimum and shall seek all remedies available to protect the Confidential Information from its disclosure.
7. You acknowledge that in a further stage of the Potential Transaction, the Vendors might, in their sole discretion, decide to disclose certain particularly sensitive confidential information relating to the Potential Transaction to clean teams of selected bidders (the **"Red Files Disclosure"**). You acknowledge and accept that Red Files Disclosure shall be subject to prior execution of written, special clean team undertakings that will be provided to selected bidders by the Vendors in their sole discretion.
8. Without the prior written consent of Q Advisors, neither you nor any of your Group Entities nor your Representatives shall directly or indirectly contact any of the Vendors, the members of the board of directors, management or employees of the Companies, customers of the Companies or any third parties in connection with the Potential Transaction.
9. Without the Company's prior written consent, for a period of two years after the date of signing of this Agreement, neither you nor any of your Group Entities shall, directly or indirectly, (i) solicit to hire or retain to hire any board member or employee of the Target, who is involved in the Potential Transaction, or cause any board member or employee who is involved in the Potential Transaction to terminate their current employment with the Target or (ii) cause disclosed customers of the Target to terminate or alternate their business relationship with the Target. Notwithstanding the foregoing, this paragraph will not prohibit you from (i) hiring or retaining board members or employees of the Target as a result of a general employment solicitation, (ii) soliciting or hiring any person who is no longer mandated as board of director or employed by the Target prior to the commencement of any solicitation or employment discussions between you and such person or (iii) mandating as board of directors or hiring any employee of the Target who first contacts you regarding a board mandate or an employment without any solicitation in violation of this paragraph.
10. You acknowledge that, unless otherwise explicitly agreed by the Vendors in writing, the Companies, the Vendors and their Representatives make no representation or warranty as to the accuracy, correctness or completeness of any information (including the Confidential Information) provided to you and have no obligation to (i) update or correct any such information in the event of subsequent changes or (ii) to provide you with access to additional information. You agree that the Companies, the Vendors and their Representatives shall have (i) no obligation of any kind whatsoever to negotiate or consummate the Potential Transaction.
11. You acknowledge that the Company or the Vendors may, at any time and without giving reasons and without any liability to you, refrain from pursuing the Potential Transaction with you (or in general) or may, at any time and without giving reasons, modify the course of the process. You respectively your Group Entities and your Representatives shall bear all costs for evaluating the Potential Transaction.
12. You acknowledge that the Confidential Information and any derivatives thereof which contain or reflect such information (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of the respective disclosing party. Nothing contained herein may be construed as granting you any rights, by license or otherwise, to any of the disclosing parties' Confidential Information and/or derivatives thereof.
13. You authorise Q Advisors and the Target to disclose your contact details and other information provided by you to the Vendors and Q Advisors warrant that the Vendors are bound to confidentiality as in regard to the interest and participation of you to the Potential Transaction and Q Advisors warrant that the Vendors are aware of the restrictions set forth by the prohibition of insider trading and will during the duration of the project Signal refrain from purchasing and selling securities of HUBER+SUHNER AG or from communicating such information to any other person under circumstances in which is reasonably foreseeable that such person is likely to purchase or sell such securities. .
14. You authorise Q Advisors, the Companies and the Vendors and their Representatives to communicate with you, your Representatives electronically. You acknowledge the risks inherent to electronic communication, including (without limitation) manipulation, transmission failures, lack of integrity, data corruption by viruses etc. and understand that Q Advisors, the Companies, the Vendors and their Representatives will not be liable should any of these risks materialise as long as Q Advisors have applied the necessary care by using electronic communication.
15. In exercising your rights and performing your obligations hereunder, you shall, to the extent necessary, at all times comply with all applicable data protection and privacy laws and regulations, as may be amended and updated from time to time, and shall not do or omit to do anything which has the effect of placing Q Advisors, the Target, the Vendors or their Representatives in breach of any such laws or regulations. At the same time Q Advisors, warrant to comply with all applicable data protection and privacy laws and regulations and to cause the Target, the Vendors or their Representatives to do as such.
16. You recognize that this Agreement is – apart from the Companies – also to the benefit of the Vendors and their affiliates which shall be third-party beneficiaries of this Agreement entitled to exercise the rights and obligations of this Agreement.
17. Unless the terms hereof expressly provide otherwise, this Agreement shall continue in force until the earlier of (i) the execution of a final and binding agreement between the Vendors and you regarding the Potential Transaction and replacing this Agreement, or (ii) the second anniversary of the date of this Agreement.
18. Neither party may assign its rights and obligations under this Agreement, provided that the Companies may assign their rights under this Agreement to the purchaser of the Companies or their businesses. Such assignee shall be entitled to enforce the Companies' rights under this Agreement in the same manner as the Companies and/or the Vendors.
19. This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters described herein and supersedes any arrangements, understanding or previous agreement between them relating to the matters described herein. Any variation of this Agreement must be in writing and signed by all parties.
20. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions, which will remain in full force and effect. If any provision is determined by a court of competent jurisdiction to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court will reduce such extent, duration, scope or other provision and enforce such provision in its reduced form for all purposes contemplated by this Agreement.
21. This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Execution and delivery of a counterpart of this Agreement by electronic means shall be an effective mode of delivery.
22. This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland to the exclusion of its rules of conflict of laws and to the exclusion of international treaties and the parties irrevocably submit to the exclusive jurisdiction of the ordinary courts of Zurich (Zurich 1), Switzerland, in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

[Signature Page Follows]

Yours faithfully,

For and on behalf of the Company X

.......................................................  
Dr. Max Muster

Agreed and accepted:

[**Insert name and address of Recipient Company Name**]**:**

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Print Name/Title Print Name/Title