

NON-DISCLOSURE AGREEMENT

between

Richard Wöhr GmbH, Gräfenau 58-60, D-75339 Höfen/Enz
represented by the sole managing director authorised to represent, Stefan Wöhr
- hereinafter referred to as “Richard Wöhr GmbH” –

and

represented by

- hereinafter referred to as the “client” –

the following has been agreed upon based on the possibility of establishing of a business relationship by means of exchanging confidential information and documents between the parties:

obligations to disclosure / confidentiality

1. The contractual partners must treat all documents, drawings, digital data, technical methods and processes, technical knowledge and experience, as well as other information and facts (hereinafter “**protected data**”) that they are aware of or have access to owing to the direct and indirect cooperation within the framework of this agreement as strictly confidential and use them only for the purpose mentioned above. Protected data which is physically present (documents sent by post, samples or similar) and clearly marked as “confidential” can be reclaimed by the transferring partner after termination of the contract. The transferring partner also can demand for the destruction of these things except the things were consumed/ installed etc. This rule does not apply to digitally transmitted protected data.
2. The contractual partners must obligate their employees (managers, employees, freelance employees, temporary workers, etc.) to undertake in writing to maintain confidentiality within the scope of the statutory permission according to this agreement, even after they have left the company
3. The contractual partners must impose the obligations under clause 1 of this agreement upon all external persons and companies that assist in fulfilling this agreement in an advisory or executive capacity and upon all its customers, to which the protected data is forwarded (e.g. to release prototypes and drafts).

4. The obligation to maintain confidentiality shall begin once the agreement has been signed, however, at the latest with the first receipt of the protected data, and shall continue to exist even after the termination of the contractual relationship between the contracting parties.
5. The obligation to maintain confidentiality shall cease once the facts and trade secrets communicated have become publicly available without any action on the part of the contracting party obliged to maintain confidentiality. The contractual partner that calls for making the confidential information public shall bear the burden of presentation and proof.
6. The obligation to maintain confidentiality does not pertain to protected data that is generally known or was already known before the receiving party obtained it, or has been transferred by the protected contracting party to the receiving party by third parties authorised to pass it on. The contractual partner that calls for making the confidential information public shall bear the burden of presentation and proof.
7. The receiving party may disclose protected data belonging to the transmitting party provided that it is obliged to do so due to an order from a regulatory or judiciary body or mandatory legal provisions. However, the right to disclosure shall exist only if the transmitting party (= protected contracting party) has been informed of this promptly in detail in a written letter before the data is disclosed. The receiving party shall submit the regulatory or judiciary order to the disclosing party. The receiving party must take all reasonable measures to ensure that the protected data is treated as confidential by the receiving body and other third parties. The contractual partners must point out the confidentiality of the disclosed data to the recipient in writing.
8. Licences and/or rights of use, and/or transferring any patents, usage rights, trademarks, designs, intellectual property or other property rights are neither expressly nor implicitly granted in the agreement. In particular, the contractual partners or other third parties shall not be entitled to apply for patents or other property rights of any type on the basis of or using protected data.
9. If there is a dispute between the parties regarding the existence, extent or scope of the obligation to confidentiality, the receiving party and all third parties included within the framework of this agreement must maintain the confidentiality of and comply with this agreement until a final judgement determines that the receiving party is under no obligation to maintain confidentiality in this respect or the transmitting party has partly or completely waived this secrecy obligation in writing.
10. If one of the provisions of this agreement is breached, the party that has suffered the loss shall be entitled to assert damage and other claims (injunctive relief, right to information, etc) arising as a result of the breach, without restriction.
11. The place of jurisdiction for all legal disputes between the parties shall be the registered office of the defendant.
12. This agreement and the overall contractual relationship between the parties shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods.

- 13. Oral agreements are not valid; amendments and additions to this agreement must be made in writing.
- 14. Should individual provisions of this agreement be or become invalid, this shall not affect the effectiveness of the other provisions. The contracting parties must replace the invalid provision by a provision that achieves the legal or factual purpose of the invalid provision as far as possible. The same shall apply to any gaps in the agreement.

Richard Wöhr GmbH
Managing director Stefan Wöhr
place / date:

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(Signature)

Contractual partner and company name:

represented by:

place / date:

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(Signature)