



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

contractual partner:

address:

represented by

- hereinafter referred to as the “client” –

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

obligations to disclosure / confidentiality

1. The client 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 he is aware of or has access to owing to the direct and indirect cooperation with Richard Wöhr GmbH as strictly confidential and use them only for the purpose agreed upon with Richard Wöhr GmbH.
2. Before the client can obtain the protected data, he must give Richard Wöhr GmbH specific details about the precise purpose for which he requires the products / data / services that he has requested Richard Wöhr GmbH for, and if needed, prove this upon request. The client must inform Richard Wöhr GmbH about any intended and/or actual amendment of the purpose of use in writing immediately and without being asked, and obtain the prior consent of Richard Wöhr GmbH for using the protected data for the amended purposes of use.
3. Disclosing the protected data to third parties is strictly forbidden and shall, at all events, require the prior written consent of Richard Wöhr GmbH. Furthermore 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 client must obligate his 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 client's company.
5. 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.
6. 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 client. The contractual partner that calls for making the confidential information public shall bear the burden of presentation and proof.
7. The obligation to maintain confidentiality does not pertain to protected data at Richard Wöhr GmbH that is generally known or was already known before the client obtained it, or has been transferred by Richard Wöhr GmbH to the clients 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.
8. The client may disclose protected data belonging to Richard Wöhr GmbH provided that he 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 Richard Wöhr GmbH has been informed promptly in detail in a written letter before the data is disclosed. The client shall submit the regulatory or judiciary order to Richard Wöhr GmbH. The client must take all reasonable measures to ensure that the protected data is treated as confidential by the receiving body and other third parties. The client must point out the confidentiality of the disclosed data to the recipient in writing.
9. 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 client 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.
10. If there is a dispute between the parties regarding the existence, extent or scope of the obligation to confidentiality, the client 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 client is under no obligation to maintain confidentiality in this respect or Richard Wöhr GmbH has partly or completely waived this secrecy obligation in writing.
11. If one of the provisions of this agreement is breached, Richard Wöhr GmbH shall be entitled to assert damage and other claims (injunctive relief, right to information, etc) arising as a result of the breach, without restriction.
12. If the client is a businessman, the place of jurisdiction for all legal disputes between the

parties shall be the factual and local competent court for the registered office of Richard Wöhr GmbH.

13. 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.
14. Oral agreements are not valid; amendments and additions to this agreement must be made in writing.
15. 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

p.p.

place / date:

.....
(Signature)

Contractual partner and company name:

represented by:

place / date:

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(Signature)