



Non Disclosure Agreement

By and between

hereinafter "Aumann"

and

hereinafter "Partner"

hereinafter individually also referred to as a "Party" and jointly as the "Parties"

Preamble

Aumann and the Partner intend to enter into discussions for the following purposes:

(hereinafter the "Project"). In the course of carrying out the Project, Aumann may be required to disclose Confidential Information to the Partner, which shall be treated as confidential in accordance with the following agreement. In this context, Aumann may in particular disclose information which contains inventions or invention-related information for which a patent application or another property right has not yet been filed.

1. Definitions

1.1. "Confidential Information" means any financial, technical, design, economic, legal or other information (including software, data, records, tasks, approaches, inventions, technologies, measurement results, simulation results, method developments, ideas, names and other know-how) in whatever form which is made available to the Partner or its employees, consultants or other third parties working for it, directly or indirectly in the context of the Project or otherwise disclosed to the Partner in the context of the Project in writing, orally or in any other form and which are marked as confidential, described as such or otherwise recognisable as confidential and are of economic value to Aumann. Confidential Information in particular comprises

Confidential information is not such information,

- which is in the public domain at the time they are communicated to the Partner or become in the public domain at a later time (unless this occurs due to a breach of this agreement by the Partner or its cooperation partners);
- which was already lawfully in the possession of the Partner, without any obligation of confidentiality, before they were disclosed to the Partner by Aumann;
- received by the Partner from a third party that is entitled to disclose it without restriction;
- obtained by the Partner through independent creation or discovery;

- that the Partner has obtained by observing, examining, reverse engineering, or testing a product or item that has been made publicly available by Aumann or is in the lawful possession of the Partner, to the extent that the Partner is not subject to a restriction on obtaining the information.

1.2. "**Employees**" means employed personnel as well as employees without employee status of a party such as freelancers and temporary employees.

2. Confidentiality, Restricted Use

2.1. The Partner shall treat the Confidential Information as strictly confidential and shall not disclose or otherwise make it available to third parties without the written consent of Aumann and shall take reasonable precautions to protect the Confidential Information from disclosure to third parties.

2.2. In order to ensure the confidentiality of the Confidential Information, the Partner undertakes in particular,

- to keep all documents and materials containing Confidential Information separate from all other documents, materials and records and in such a manner that they are identifiable as Confidential Information of Aumann and securely stored and protected against theft and unauthorized access or use;
- to only disclose Confidential Information internally to those persons who absolutely need to know it in order to carry out the Project;
- to make copies of the Confidential Information only to the extent necessary to carry out the Project and, when making copies, to ensure that any markings / tags on the original documents indicating the confidentiality of the information are legible on the copies as on the original documents;
- promptly upon becoming aware of any actual or threatened unauthorized use or disclosure of Confidential Information, to notify Aumann in writing and to take all reasonable steps, with the assistance of Aumann if necessary, to prevent or stop such use or disclosure;
- in the event that there are reasonable grounds to suspect unauthorised use or disclosure of Confidential Information, to provide a list upon request of Aumann
 - with the names and addresses of the persons to whom Confidential Information has been disclosed and their relationship to the Partner; and
 - the locations where the Confidential Information is kept;
- the Partner shall inform all persons who receive Confidential Information in accordance with this Agreement (e.g. employees) of the content and scope of the rights and obligations under this Agreement and shall ensure in an appropriate manner that such persons comply with the provisions of this Agreement.

2.3. The Partner may use Confidential Information solely for the purpose of implementing the Project. In particular, the Partner is prohibited from using the Confidential Information to commercially exploit it, to obtain a commercial advantage for itself or a third party in competition with Aumann or to apply for property rights of any kind with respect to Confidential Information or further developments based on such Confidential Information.

2.4. All documents, data carriers, samples, etc. which Aumann has provided to the Partner on the basis of this agreement shall remain the property of Aumann. Upon request by Aumann and / or upon termination of the Agreement, the Partner shall return, destroy or delete all documents and other carrier media containing or relating to Confidential Information at the discretion of Aumann, unless there is a legal obligation to retain them. Confidential Information contained in routinely electronically stored files (e.g. backups) need not be deleted if this would only be possible with disproportionate effort. Insofar as no deletion or return



takes place, the confidentiality obligations of this agreement shall continue to apply. The return, destruction or deletion of all Confidential Information shall be confirmed in writing to Aumann upon request.

- 2.5. The Partner shall be prohibited from obtaining Confidential Information by observing, examining, reverse engineering, or testing a product or item that has been made available by Aumann, unless this product or item is publicly available.
- 2.6. No photographs, film recordings or other recordings may be made on Aumann's premises or of Aumann's facilities and parts thereof that are accessible at locations other than Aumann's premises without Aumann's written consent.
- 2.7. The Agreement does not create or establish any license or other right of use, express or otherwise, in the Confidential Information.

3. Exceptions

- 3.1. The obligations of confidentiality under Section 2 shall not apply if the Partner is required to disclose the Confidential Information by order of a competent court or governmental or other authority or by law, in which case the Partner shall take all reasonable steps to prevent or limit the disclosure of the Confidential Information to the maximum extent possible.
- 3.2. If the Partner considers itself so bound, it shall, to the extent legally permissible, notify Aumann in writing in good time prior to the disclosure so that the latter may take legal action to prevent the disclosure.
- 3.3. Contrary to the obligations under this Agreement, obtaining, using or disclosing Confidential Information shall be justified and shall not give rise to any liability of the Partner if, in accordance with Section 5 of the German Act on the Protection of Business Secrets (GeschGehG), it would be justified by way of exception.

4. Term and Termination

This Agreement shall enter into force upon signature and shall have an initial term of _____ months. The obligations to maintain confidentiality shall continue to apply for a period of five years after the end of the term of this Agreement, as long as the disclosed information continues to be Confidential Information.

5. Liability / Miscellaneous

- 5.1. Aumann does not warrant the accuracy and completeness of any Confidential Information disclosed or the fitness of the Confidential Information for any particular purpose.
- 5.2. The Partner shall not have any right against Aumann to have Confidential Information disclosed to it.
- 5.3. Amendments and supplements to this non-disclosure agreement must be made in writing and signed by both parties; this also applies to this form requirement itself.
- 5.4. This agreement shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 5.5. For all disputes arising from or in connection with this contract or its validity, the parties agree that Düsseldorf shall be the place of jurisdiction.



5.6. Should any provision of this non-disclosure agreement be or become invalid, or should an unintended legal loophole become apparent, the validity of the remaining provisions shall not be affected thereby. The parties shall endeavour to replace any such provision by a provision which comes closest in law and in economic terms to the actual or presumed intention of the contracting parties at the time of conclusion of this non-disclosure agreement.

Aumann

Place, date

Signature

Name of signee: _____

Title of signee: _____

Partner

Place, date

Signature

Name of signee: _____

Title of signee: _____