

Non-disclosure agreement

between

EKT GmbH & Co. KG

respectively

EKT CZ k.s.

called for short - EKT

and

short - partner - called

- (1) The Partner and EKT, as parties to this Agreement, hereby mutually undertake to keep all information and data of any kind disclosed by the other party strictly confidential, not to disclose it to any third party and only to those of its employees who necessarily need to know it, and not to exploit it commercially in any way for itself without the prior consent of the disclosing party.
- (2) For the purposes of this Agreement, "Information" shall also mean information provided to a Party by an affiliated company (within the meaning of §15 AktG) of the respective other Party.
- (3) In particular, the parties mutually assure not to disclose this information to third parties or make it available to third parties in any other form and to take all reasonable precautions to prevent third parties from accessing this information. Affiliated companies (within the meaning of §15 AktG) of the Parties shall not be deemed as third parties, provided that they are obliged to maintain confidentiality in accordance with the provisions of this Agreement.
- (4) The partner and EKT will take all necessary measures to prevent third parties from gaining knowledge of and using such information. Staff members and employees are obliged to maintain secrecy, unless they are already obliged to do so under their employment contract.
- (5) All documents handed over to the other party or prepared by it copies or records made by it according to the disclosing party shall be surrendered to the other party at any time upon request.
- (6) Within the project by one of the parties provided samples or prototypes are not allowed to be disassemble, software is not allowed to be decompiled.

- (7) Exceptions to the foregoing obligations shall be permitted only with the prior written consent of the party from which the information originated.
- (8) The above obligations shall exist only to the extent that and for as long as the information, knowledge and experience or parts thereof received from the other party
 - were not already known to the public before the date of receipt; or
 - publicly known without the intervention of the party bound to secrecy become; or
 - cannot be proven to have been in the possession of the receiving party; or
 - have not been made available to the receiving party by an authorised third party without an obligation of confidentiality; or
 - not without the prior written consent of the disclosing party to third parties.
- (9) The exceptions to the obligation to disclose do not apply to a combination of individual items of information, even if each individual item of information is itself subject to the exceptions. Unless the combination itself falls within those exceptions.
- (10) The obligations under this agreement are to be understood in particular also in such a way that by the receipt of information a novelty detriment in accordance with § 3 (1) of the German Patentgesetz of 01.01.1981, Art. 54 (1) and (2) of the European Patent Convention of 05.10.1973, as well as corresponding provisions of the patent laws of other countries cannot arise. This also applies in connection with the transfer of new products to the other party.
- (11) Both parties expressly agree that they will not mutually not assume any liability for the content of the information provided and any claims for damages resulting from this are mutually excluded.
- (12) Both parties are aware that the violation of company and business secrets is punishable by law and that the party violating company or business secrets is obliged to compensate for the resulting damage.
- (13) For each case of breach of this confidentiality agreement, the breaching party shall pay a contractual penalty to be determined by the other party at its reasonable discretion and to be reviewed by the competent court in the event of a dispute. This obligation shall also extend to breaches by affiliated companies. The assertion of further claims for damages shall remain unaffected; the contractual penalty shall be offset against the claim for damages. Notwithstanding the foregoing, the party in breach of duty may prove that less damage has been incurred.

- (14) This confidentiality agreement shall enter into force upon signature and shall have a term of five years. Any confidential information disclosed during the term of this Agreement shall remain confidential for an additional five years following the expiration of this Agreement.
- (15) The obligation to maintain confidentiality shall continue to apply even if the intended contract of cooperation does not come into existence or is terminated, unless it is obvious, for which the partner shall bear the burden of proof.
- (16) The parties shall immediately return any documents received from each other in connection with the planned cooperation etc. to the respective information provider after the termination of the declaration of intent or the termination of the cooperation agreement has become known or is known. Any files created and all copies shall be deleted from all data carriers or destroyed if embodied.
- (17) This agreement may be terminated for good cause at any time and without notice if good cause exists. In particular, the cessation of the business activities of the recipient of the notice of termination shall be deemed to be good cause. The previous serious breach of the contractual obligations assumed by the recipient of the notice of termination shall also be deemed good cause.
- (18) Notice of termination must be given in writing with proof of receipt.
- (19) The provisions of this Agreement shall apply to all contracts for specific projects, developments or other forms of cooperation to be concluded separately, subject to the conclusion of such contracts.
- (20) In no event shall this Agreement be construed as a license by either party to the other or an undertaking to grant a license.
- (21) Should one or more provisions of this contract be or become legally invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a provision that comes as close as possible to the economic purpose intended by it.
- (22) German law shall apply to the contract. The place of jurisdiction is Bad Salzufflen.

Location: Date: Bad Salzufflen Date:

Company (Partner): EKT GmbH & Co. KG /
EKT CZ k.s.

Signature: Signature: