

NON-DISCLOSURE AGREEMENT

BOOSTER Precision Components GmbH

Wöhlerstraße 8-10
60323 Frankfurt am Main
Germany

Place, Date, Signature, Stamp

RECITALS:

Both Contract Partners intend to exchange information, documents (including expert opinions, notes, correspondence, evaluations, and conclusions), data and/or knowledge – regardless whether these be transmitted verbally, in writing or electronically – as well as prototypes and prototype components which may have already been manufactured (hereinafter commonly referred to as “Information”) which the disclosing party (“Discloser”) concerned considers to be worthy of being protected and treated confidentially. The exchange of information serves to evaluate the possibility of a supply relationship between the Contract Partners (“Purpose of Exchange”). In order to enable the non-disclosure and the exchange of information the Contract Partners agree as follows:

The Contract Partners undertake to keep the Information in accordance with the detailed provisions of this contract as disclosed by the other Contract Partner secure and take the necessary precautions to ensure that third parties have no access to the Information and that the Information is not disclosed to third parties.

1. The Contract Partner receiving the Information („Recipient “) will not disclose the Information received to third parties or use the Information for own business purposes for any other purpose except the Purpose of Exchange, without first obtaining the written agreement of the Discloser. This applies explicitly also to the use of Information for the purpose of registering patents, brands, and other intellectual property. The Recipient will ensure that the Information is only disclosed to those employees who need to know the same for the Purpose of Exchange and who explicitly know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clauses 1 and 2. The Discloser may request from the Recipient a non-disclosure obligation of the employee at any time.
2. The aforementioned non-disclosure obligation and restriction of use laid down herein does not extend to such information which is state of the art in the public domain and to which the Recipient has access without breach of law, and also not to such information to which the Recipient already had access without breach of law before the Information was disclosed to him by the Discloser, and finally not to such information which the Recipient was eligible to obtain from a third party. The Recipient bears the burden of proof. Nothing in this non-disclosure agreement will prevent the Recipient from making any disclosure of the Information required by law or by any competent authority. In such case the Recipient undertakes to inform the Discloser without delay of his obligation to disclose, will cooperate upon request of the Discloser and at own expenses on the defense against the obligation to disclose and will fulfil this obligation only to such extent as required by law.
3. Upon request of the Discloser the Recipient will return all Information including all copies and records or delete electronically stored data – also in the framework of a back-up, provided this does not involve disproportionate expenditure, whereby the Discloser shall be provided proof of the deletion.
4. There is mutual consent that this agreement cannot be interpreted in such a way that the Contract Partners grant each other a license for imparted know-how, inventions, and patents, or undertake to grant each other a license, grant other rights to intellectual property in connection with the Information. This agreement does not bind the Contract Partners in any service-, works-, broker-, joint venture- or company agreement.

5. This Discloser shall not be liable for damage of any kind arising from the transfer or use of the Information; in particular, the Discloser is not responsible for the Information injuring the rights of third parties. The Discloser is not responsible for the completeness, correctness, or usability of the Information.
6. An assignment of the rights arising from this agreement is not permitted. There is mutual agreement, however, that the rights granted in this agreement are due to the customer of the Discloser within the framework of an agreement in favor of a third party.
7. This agreement is not a preliminary agreement and does not oblige either of the Contract Partners to enter into further contract negotiations or conclude a further-reaching contract. This agreement does not justify any further pre-contractual obligations.
8. The Contract Partners agree that there is no adequate legal protection against any injury arising from this agreement due to the special nature of the Information to be kept secret. Any injury to the non-disclosure obligation would lead to irreparable damage to the Discloser. The Recipient therefore undertakes to inform the Discloser without delay as soon as has gained such knowledge himself of any unpermitted disclosure or unpermitted use as laid down in this agreement of any Information.
9. This agreement comes into effect upon signing by both Contract Partners and applies to Information which has already been exchanged within the framework of the Purpose of Exchange. The agreement shall be valid for a fixed period of five years after the end of an individual Project or from the date of last disclosure. The non-disclosure obligation shall continue to apply upon termination of the agreement for the Information exchanged within the agreement.
10. Each Contract Partner alone bears any costs arising in conjunction with this agreement and the Information.
11. Amendments or modifications to this agreement require the written form. This also applies to an amendment or modification of this requirement of the written form.
12. German law is applicable to this agreement. The court of jurisdiction for any disputes arising from or in the broadest sense in connection with this agreement as far as this is legally permissible. The Discloser has the right to take legal actions arising directly or indirectly out of this Non-disclosure agreement against Contract Partner a court with jurisdiction at Discloser's discretion.
13. Should any individual provisions of this agreement be or become invalid, this will not affect the remaining terms of this agreement. By means of (supplementary) interpretation the rules shall apply that correspond best to the economic purpose of the provision that has become invalid. If the interpretation is excluded for legal reasons, the Contract Partners undertake to make additional agreements. This also applies in the event of any gap arising and that must be filled upon implementation or interpretation of the agreement.

Supplier:

Name of the Company:

Address:

Responsible Person:

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