

## **NON – DISCLOSURE - AGREEMENT**

between

**Christian-Henning-Consulting  
CHC-Business-Development GmbH  
Dr. Loewenbergstr. 17  
D – 33154 Salzkotten**

- hereinafter referred to as „**CHC**“ -

and

**Company name  
Address  
Address**

- hereinafter referred to as „**CUSTOMER**“ –

- jointly referred to as the „**PARTIES**“ -

### **Preamble:**

The initiation and implementation of business relationships requires that CUSTOMER makes available information to CHC that includes, inter alia, knowledge and experiences including protectable inventions that are not part of the best available techniques.

"Information" or "confidential information" for the purpose of this Non-Disclosure-Agreement includes know-how, knowledge, technical and/or commercially sensitive data and information of any other nature which CUSTOMER makes available to the CHC in connection with business relationships of the PARTIES and/or their initiation, whether directly or indirectly, in particular by data transfer, the handing over of documents, designs, models, equipment, technologies, manuals, drawings, samples, diagrams, data, databases and/or applications, software, tools, feedstock, prices, figures, formulae, calculations, whether by CD ROM, in writing or orally, in particular also during meetings of the PARTIES or their employees, or in connection with demonstrations, visits or presentations, of whatsoever form.

In order to prevent abuse of knowledge gained there from and in order to avoid disadvantages to the PARTIES, the PARTIES have entered into the following Non-Disclosure-Agreement.

### **1. Confidentiality:**

1.1. CHC will keep the information gained in connection with the business relationships between the PARTIES and/or in connection with their initiation strictly confidential. He will treat and keep such information confidential as he does with respect to his own business secrets. This confidential information may be used and exploited exclusively for the purposes envisaged by the business relationships between the PARTIES and/or for the purpose of their initiation. The confidential information may not be used, neither directly nor indirectly, for other purposes. It may not be passed on to third parties or used for own commercial purposes or for other customers or third parties without prior written agreement.

1.2. The duty of confidentiality applies to all employees, company officers and authorised agents of CHC without regard to the type and legal framework of his employment and/or

authorisation. CHC undertakes to inform the above-mentioned group of persons about the duty of confidentiality and to ensure that they comply with it. CHC will make his best efforts to ensure that the group of persons falling under the duty of confidentiality remains as small as possible.

### 1.3. The duty of confidentiality does not apply to information which

- was known to CHC or which was in his legal possession already before its disclosure and which was, neither directly nor indirectly, provided by CUSTOMER,
- is made available to CHC by third parties who obtained lawful possession of the information after the signing of this Non-Disclosure-Agreement and who are not bound to maintain confidentiality,
- was publicly known at the time of disclosure of the confidential information to CHC or which then becomes publicly known without any violation of this duty of confidentiality,
- was generated by CHC without regard to the information provided by CUSTOMER,
- must be disclosed by CHC due to statutory provisions, an official order or a court order after having informed, to the extent permitted by law, CUSTOMER in advance and in writing about the nature and extent of such disclosure requirement.

1.4. No licensing, reproduction, exploitation or other rights can be derived from this Agreement and from the disclosure to and receipt by CHC of technical or other information - no matter whether or not such information is protected by intellectual property rights.

1.5. Only CUSTOMER has copyrights and other rights to documents and information provided by CUSTOMER to CHC.

1.6. If information, documents or parts are handed over in connection with business relationships of the PARTIES and/or in connection with their initiation which include protectable inventions, SPENDER/OWNER reserves all rights, in particular in the event that a patent is granted (§ 12 Patent Act). TAKER/USER has to respect this.

1.7. CHC will return all confidential information, in particular designs, documents and records, including all copies made thereof, received without being requested to do so at the end of cooperation and delete all electronically stored data unless such deletion infringes statutory provisions or is possible or unless it involves an inordinate amount of time and effort. Notwithstanding the above provision, CHC will provide for their immediate return as soon as CUSTOMER has requested their return. This obligation to return also applies if a petition for the opening of composition or insolvency proceedings over CHC's assets is filed.

1.8. For each individual infringement of the obligations of confidentiality referred to above, PARTIE's agreed to give back all information and documents immediately. This is also valid in cases of urgency and insolvency of one PARTIE.

## 2. Validity/entry into force/duration:

This Agreement enters into force upon its signing. The duties of confidentiality continue to apply for a period of 12 months beyond the termination of the PARTIES' cooperation.

## 3. Other provisions:

3.1. If any of the provisions of this Agreement is or becomes invalid or if this Agreement contains a gap, the validity of the remaining provisions will remain unaffected thereby. The PARTIES will replace the invalid provision by a valid and enforceable provision which comes as close as possible to the economic purpose of the PARTIES. The same applies in the event of a gap.

3.2. Modifications or amendments of this Agreement must be in writing. The same applies to any deviation from this formal requirement.

3.3. This Agreement also applies to legal successors of the PARTIES.

3.4. This Agreement is exclusively subject to German law without regard to the UN Sales Law.

Paderborn/ Germany is the exclusive place of jurisdiction for all disputes arising under this Agreement.

Salzkotten, den .....

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Signature of CUSTOMER

Signature of CHC

The underwriter of CUSTOMER confirmed that he has authorization to sign the contract.