

## NON-DISCLOSURE AGREEMENT Interested partner / customer

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Partner:

and

**EBERT – Rapid Technologies**  
Elsterweg 4  
58553 Halver

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### PREAMBLE

The partners intend to enter into discussions about the manufacture of prototype parts and/or the manufacture, modification and maintenance of tools and the manufacture of components and assemblies.

The partners therefore agree on the following:

#### 1 Disclosure of Information

During the term of this agreement, the partners intend to provide each other with business and technical information (3D data, drawings, measurement results, experience, samples, etc.) regarding the object mentioned in the preamble ("Information").

#### 2 Confidentiality

2.1 Each partner undertakes to use all information received from the communicating partner only for the purposes of the intended cooperation and to keep it secret, i.e. to make it accessible neither directly nor indirectly, to third parties, verbally, in writing or in any other way. Data received shall not be disassembled, decompiled or otherwise translated into another code form, samples received shall not be opened or disassembled, unless with the express permission of the communicating partner (in writing). The communicating partner reserves all rights to this information (including copyrights and the right to register industrial property rights such as patents, utility models, etc.).

- 2.2 Subcontracts/subcontractors:  
If subcontractors or subcontractors are involved by the executing partner (EBERT - Rapid Technologies), the same confidentiality conditions as agreed in this contract shall be concluded by EBERT - Rapid Technologies.
- 2.3 Every partner undertakes to apply the same due care with respect to confidentiality which he exercises in comparable matters of his own. The obligation of confidentiality pursuant to clause 2.1. does not include or no longer includes information that provably:
- + at the time of disclosure was known to the public or after that becomes known to the public without any fault of the recipient or
  - + is already known to the recipient before it is disclosed to him or after that is disclosed to him by a third person without the third person committing him to confidentiality or – by the recipient – was or is developed independently of the disclosure
- 2.4 Upon written request of the disclosing partner, every partner shall be obliged to send back to this partner or destroy without delay all the information received and recorded by him (including made copies and samples). The obligation to return or destroy the information does not comprehend copies of the received information which the recipient has to keep for reasons of quality-related traceability or for reasons pertaining to financial law (law).
- 2.5 As regards personal data, every partner shall be committed to comply with the provisions concerning statutory data protection and, as a consequence, to take necessary technical and organizational precautions for example against unauthorized access, unauthorized modification or transfer, in particular when data is transferred in a network.
- 3 No Acquisition of Rights, Liability**
- 3.1 No rights of property, licence or reproduction rights, rights of use and enjoyment or other rights are conferred by this agreement and the mutual disclosure of information, regardless of whether protective rights exist for such or not.
- 3.2 The disclosing partner does not take over liability for the completeness, correctness or usefulness of the information disclosed under this agreement or for it being free of third party rights. He shall also not be liable for damages caused to the recipient or third persons by disclosing information as far as statutory liability is not mandatory.

**4 Duration of the Agreement**

This agreement shall come into force with immediate effect after all partners have signed it and respectively end 10 years after each project or order completion. The contract period can be changed by an appropriate written agreement which is signed by both partners.

**5 Violation of Contract**

If the non-disclosure agreement is violated, the executing partner (EBERT – Rapid Technologies) shall be obliged to pay a contractual penalty which, however, can at most amount to the sum of the corresponding contract value but is limited to a maximum amount of EUR 10,000.00. The burden of proof of the violation of contract lies with the commissioning partner

**6 Modifications or Amendments**

Modifications or amendments of these agreements – including this clause 6 – require the written form and the signatures of all partners to be legally effective.

**7 Final Provisions**

This agreement is subject to German law to the exclusion of such standards that refer to the application of foreign law. The exclusive place of jurisdiction is D-58507 Lüdenscheid. This non-disclosure agreement replaces all previously agreed non-disclosure agreements between the two parties.

Halver, on .....

Place & Date .....

\_\_\_\_\_  
EBERT – Rapid Technologies

\_\_\_\_\_  
Partner company

Name: \_\_\_\_\_  
(in block capitals)

Name: \_\_\_\_\_  
(in block capitals)