

NON-DISCLOSURE AGREEMENT



between

Company

[Address]

– hereinafter referred to as the “PARTNER” –

and

BBW Lasertechnik GmbH

Gewerbering 11

83134 Prutting

– hereinafter referred to as “BBW” –

BBW and the PARTNER hereinafter referred to individually as “Party” and collectively as “Parties”.

Preamble

As part of the discussions about possible cooperation, the Parties shall provide each other with information.

To protect this information exchanged in connection with any such cooperation, the Parties agree as follows:

1. Definitions

1.1 “Affiliated companies” within the meaning of this Agreement are affiliated companies in accordance with section 15 et seq. of the German Stock Corporation Act (AktG).

1.2 “Confidential Information” within the meaning of this Agreement is all information, regardless of how it is embodied, that has already been made available by the Parties within the framework of the contract purpose or that is still being made available during the term of this Agreement or of which the Parties otherwise become aware during the term of this Agreement.

In particular, this includes information relating to

- current and future development and research work in the form of drawings, CAD data, analyses, etc.;
- other technical and economic data;
- trade secrets;

- objects (in particular, prototypes, test parts, test devices);
- the fact that discussions are taking place between the parties regarding cooperation;
- the existence or the implementation of any cooperation.

1.3 "Business Secrets" within the meaning of this Agreement are all information that is neither generally known nor readily accessible in the circles that usually deal with this type of information. It is assumed that all disclosed information is of economic value and that the disclosing Party is the owner of the respective information.

1.4 The following are not "Confidential Information" within the meaning of this Agreement:

- Information that was generally known or available to the public before being communicated to the receiving Party;
- Information that has become generally known or accessible to the public after disclosure to the receiving Party, without any involvement or fault on the part of the receiving Party;
- Information that was legally known to the receiving Party prior to its transmission by the notifying Party without any obligation of confidentiality;
- Information that has been legally disclosed or made accessible to the receiving Party by a third party without breach of any confidentiality obligation, unless the disclosure of the third party violates a confidentiality obligation to the knowledge of the receiving Party;
- Information that has been obtained by the receiving Party independently and without recourse to information provided by the other Party.

Any Party relying on one of these exceptions shall prove the existence of these conditions.

2. Contractual Obligations

2.1 Each Party undertakes to keep all Confidential Information of the other Party secret, not to make them accessible to third parties and to protect them from access by third parties. In addition, each Party undertakes to use all Confidential Information obtained from the other Party exclusively for the purpose of contractual purposes and, in particular, not to use them for their own purposes or to evaluate them for their own intellectual property.

Confidential Information of the respective other Party may only be made available to third parties with the prior written consent of this Party, provided that the third party concerned has undertaken to keep the Confidential Information confidential prior to receipt. Upon request, the receiving Party shall immediately provide the disclosing Party with copies of relevant confidentiality agreements with relevant third parties.

The Parties are, however, permitted to pass on Confidential Information of the other Party to current or potential customers without the prior consent of the other Party, provided this is necessary and mutually beneficial for sales reasons in connection with the project and the customer has undertaken to maintain confidentiality.

2.2 Affiliated companies are not considered "third parties" within the meaning of this Agreement, provided that the disclosure of Confidential Information of the other Party is necessary for the

implementation of the cooperation and provided that the related affiliated companies have undertaken to comply with the contractual obligations under this Agreement before receiving the Confidential Information.

In the event that a Party has passed on or disclosed Confidential Information to Affiliated Companies, it shall be liable to the other Party for any acts or omissions of its Affiliated Companies that result in the unauthorized passing on or disclosure of such Confidential Information as if they were its own acts or omissions.

2.3 Each Party undertakes to make the Confidential Information communicated by the other Party accessible only to those of their employees who need them for contractual purposes and who are obliged to maintain confidentiality in accordance with this Agreement unless they are subject to a general confidentiality obligation based on their employment contract.

2.4 The contractual obligations of this Agreement do not extend to Confidential Information that are to be disclosed due to a binding official or judicial order or mandatory legal regulations, provided that the Party providing the Business Secrets has been informed immediately in advance of the disclosure.

2.5 The provision of the information does not grant the other Party any ownership, copyright, licence, reproduction, use, prior use or other rights to the Confidential Information. The Confidential Information obtained by the receiving Party remain the property of the disclosing Party.

2.6 As long as the objects transferred are Confidential Information within the meaning of this Agreement, the Parties undertake not to dismantle, examine or test the products or objects received from the other Party without the prior consent of the transferring Party (prohibition of reverse engineering).

2.7 The Parties shall not obtain any right to the disclosure of certain information or the conclusion of further contracts from the conclusion of this Agreement.

2.8 After the end of the contract, the transferring Party can request that the receiving Party return all documents containing the transferring Party's Business Secrets to them immediately. Any copies made must be destroyed or deleted from all data carriers. This does not apply to copies of Confidential Information that must be retained due to legal requirements or that are available as backup copies on secondary storage media as a result of standardized, automated processes; the obligations under this Agreement shall also continue to apply to such Confidential Information.

2.9 The Parties acknowledge that in the event of a breach of confidentiality,

- there may be valid claims for the destruction, surrender, recall, removal and withdrawal from the market;
- there may be claims to information and compensation as well as surrender claims;
- any infringement of Confidential Information is considered a criminal offence and may lead to a term of imprisonment of up to five (5) years.

2.10 The legal regulations for the protection of Confidential Information against unlawful acquisition as well as unlawful use and disclosure for the purpose of implementing Directive (EU) 2016/943 are not restricted by this Non-Disclosure Agreement.

The disclosing party assumes no liability for the correctness, accuracy, freedom from third-party rights, completeness and/or usability of the Confidential Information provided by it. Liability is excluded in this respect except in the case of intent.

3. Duration

The Agreement shall enter into force upon signing by both Parties. It shall terminate once the cooperation ends. Both Parties may terminate the Agreement in writing at any time with a notice period of ninety (90) calendar days to the end of the month or mutually cancel this Agreement at any time. However, the contractual obligations under this Agreement shall remain in effect for each Party for a period of five (5) years even after the end of the Agreement. Even after this period, Confidential Information is to be treated confidentially by the receiving Party in accordance with statutory provisions.

4. Final Provisions

4.1 Any additions and amendments to this Agreement shall be in writing to be legally effective. This shall also apply to a waiver of the written form requirement.

4.2 If one or more provisions of this Agreement are or become fully or partially ineffective, the validity of the remaining provisions of this Agreement is not affected. The parties undertake to replace the ineffective clause with a clause that comes closest to the purpose of the ineffective provision. The same applies in the case of a loophole.

4.3 This Agreement is governed by the law of the Federal Republic of Germany.

4.4 The place of jurisdiction for all disputes arising from this Agreement is the headquarters of BBW. However, the Parties reserve the right to pursue violations of this Agreement at the location of the act of violation instead.

4.5 The Parties may exchange the signed agreement by hand, electronically or by fax. The agreement is to be regarded as a valid original document in all of the above cases.

BBW Lasertechnik GmbH

Prutting, on

Place, Date

Andreas Bürger, Managing Director

Name, Title

Signature

XY

Place, Date

Name, Title

Signature