

## NON-DISCLOSURE AGREEMENT

between:

**1st Mould GmbH**  
Braudenstraße 1  
01796 Pirna

and:

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### §1

The contract partners 1st Mould / contracting authority are obliged to treat all written, oral or on any other way exchanged information strictly confidential and not to make available to a third party in any way.

This includes especially data, drawings, drafts, rough copies, designs, material specifications, descriptions, specifications, measures including tolerances, measurement results, calculations, experiences, processes, procedures, samples, knowledges, and process parameters.

The contract partners 1st Mould / contracting authority are obliged to take all the necessary precautions that no third party take note of these before mentioned information.

The contract partners are obliged just to give information to such employees who are committed to the non-disclosure agreement.

### §2

These confidential commitments are not valid for information which demonstrably

- belong to the general level of engineering sciences and technology, or
- are already known by the receiving contract partner before the communication, or
- has been known by public before communication or has been generally accessible, or
- has become known to the public after communication without participation or fault by the contract partner or has been generally accessible
- has become known to the receiving contract partner by any third authorized party at any time.

The burden of proof if the before mentioned exceptions exit is the responsibility of the receiving contract partner.

### §3

Exchanged information, which are seen as economic property of one of the two contract partners, e.g. in the frame of industrial know how or protection law, stay to be exclusively property of the concerning contract partner. The right of use of such information is restricted on current projects in the frame of a contractual relationship between 1st Mould and the contracting authority.

### §4

Trusted information to one of the contractual partners remains property of the disclosing party.

Each contract partner is obliged to return these (trusted information) promptly after written requirement to the other contract partner and to destroy eventually made copies.

### §5

The contract partners are obliged to ensure that all the employees and people who need to get access to information get the same obligations as the contract partners. Furthermore, these obligations, within the framework of the legal possibilities, need to remain effective even after termination of the respective employment.



**§6**

The contracting parties undertake in case of an infringement against the duty of confidentiality to a payment of a contractual penalty in terms of the reason.

The damage must be proven. The amount of the contractual penalty must be judicially measured in relation to its adequacy.

**§7**

The agreement starts with signing and remains valid five (5) years after finishing the contract respectively the business relationship.

**§8**

If one of the determinations of this agreement is or will be ineffective or the agreement contains an invalid determination, the legal validity of the other determinations will be unaffected. Instead of the invalid determination, a valid determination is arranged which come to the closest wanted economic determination of the contract partners. The same applies for a gap.

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Pirna, .....

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Contracting authority

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1st Mould GmbH