

Non-Disclosure Agreement

between **Dornier Technologie Systems GmbH**
Hallendorfer Straße 11
88690 Uhlidingen-Mühlhofen, Germany

(hereinafter referred to as "Dornier"),

and **[Company]**
[Street, no.], [additional information]
[Country code] – [postcode, town/city]

(hereinafter referred to as "**Partner**").

Preamble

Upcoming discussions, investigations, negotiations and potential commercial activities may lead to confidential information being exchanged between the Contracting Parties, for which reason this Agreement serves to protect confidential information and the discrete and upright treatment thereof. The sense and purpose of divulging confidential information pursuant to Section 1 of this Agreement is to become clear in respect of a commercial, legal and technical sound collaboration. All information must be treated confidentially and privately at all times.

§ 1 - Purpose of the Agreement

- (1) Within the scope of the exchange of information and a future collaboration on the project

[Title]

the aforementioned Parties undertake to maintain confidentiality and secrecy in accordance with this Agreement.

- (2) The Parties undertake to keep secret, treat confidentially and not disclose or pass on to third parties **all** information received from the other Party. This includes also findings and materials developed or delivered (confidential materials) by the other Party as well as any information that happens to be in the sphere of control and organisation of the other Party. Affiliates of the Parties also constitute third parties. This shall be the case regardless of the medium in which the information is contained and comprises all information, whether verbal, written or electronic.

§ 2 - Determination

- (1) The Parties undertake to treat confidential information with the care required, to use this only for the purpose set out in this Agreement, to reproduce this only insofar as compatible with this purpose and to treat any copies made thereof confidentially.
- (2) If a Contracting Party is required to disclose confidential information on the basis of a legal requirement or official order, the Party concerned must inform the other Party of the disclosure in writing and take appropriate precautionary measures to minimise the extent to which this information is shared.
- (3) Both Contracting Parties shall make confidential information available only to persons entrusted within the scope of this project, particularly employees, consultants, vicarious agents or assistants etc., insofar as required in accordance with the purpose of this Agreement.
- (4) If, within the framework of the project and with the consent of the other Party, a Contracting Party should engage or commission third parties, the Party concerned undertakes to oblige these third parties to maintain confidentiality to an extent appropriate for this Agreement. This third party obligation must be evidenced to the other Party upon request.
- (5) The Parties also commit to inform all persons entrusted with the project of this Agreement accordingly. These persons are also to be made aware of particular confidentiality, how to deal with information discretely and potential consequences.
- (6) Neither of the Parties shall exploit the confidential information of the respective other Party or otherwise use such for personal financial gain. There is consensus that neither Party acquires the property or other rights of use of confidential information of the other Party on the basis of this Agreement or on the basis of other conclusive actions.

- (7) The regulations of the law against unfair competition apply, cf. Section 17 et seqq. German Fair Trade Practices Act (UWG).
- (8) The Parties shall be comprehensively liable towards the Contracting Party for all damages arising in the event of the culpable infringement of one of the above agreements.

§ 3 - Exceptions

- (1) Confidential information as defined by Section 1 of this Agreement does not include information if the recipient Party can prove
 - a. that the confidential information is publicly known or publicly available at the time of disclosure and this circumstance is not borne of its wrongdoing;
 - b. that the confidential information becomes public knowledge after being transmitted by the notifying Party without any fault on the part of the recipient Party;
 - c. that the confidential information has, to its knowledge, been attained through sources other than the other Contracting Party or companies associated with such without a direct or indirect duty to maintain confidentiality being breached by the latter and it being legally permissible to pass on this information;
 - d. that it has acquired the confidential information independently and without breaching this Non-Disclosure Agreement.
- (2) The confidentiality of a certain piece of information shall be excluded in writing or the notifying Party shall expressly renounce its confidentiality in writing.

§ 4 - Confidential materials

- (1) Confidential materials are to be stored securely by the Parties. They must not be passed on to third parties for inspection either free of charge or in return for payment.
- (2) Written/electronic information and confidential materials are to be returned to the respective Party or destroyed by agreement once the work has been completed.

§ 5 - Validity, term and written form

- (1) This Agreement shall enter into force upon final signature by the Parties.
- (2) This Agreement on maintaining confidentiality with regard to information and the resultant obligations of secrecy shall be effective for the entire duration of the purpose of the Agreement described in Section 1.1 and for the duration of five [5] years following termination of this purpose.
- (3) This Agreement shall take precedence over all arrangements made previously - regardless of whether the Parties came to an understanding on this in writing or verbally.
- (4) This Agreement may only be modified or supplemented in part or in whole in writing. No verbal side agreements have been made. This shall also apply to the amendment of the requirement for written form.

§ 6 - Place of jurisdiction and applicable law

- (1) This Agreement is subject to the law of the Federal Republic of Germany.
- (2) The place of jurisdiction for all disputes arising from this Agreement is Ravensburg.
- (3) By prior consultation, the Parties may decide to use the rules of arbitration of the German Institution for Arbitration (DIS) before bringing an action or in the event that an amicable arrangement falls through. The place of arbitration shall then be Ravensburg.

Immenstaad, on 2016-03-23

[Place], on

.....
Dornier Technologie Systems GmbH

.....
[Company name]