

Non-Disclosure Agreement (“NDA”)
between
FLEX prototyping GmbH
Imadstraße 8
33098 Paderborn
Germany
(hereinafter referred to as “FLEX”)

and

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX


(hereinafter referred to as “Contractual Partner”)


Preamble


HDO and Contractual Partner intend to cooperate regarding all articles inquired about by FLEX and to exchange confidential information regarding this. To the extent that the cooperation also extends to affiliated companies of Contractual Partner, the provisions at hand here shall also apply to those companies. To allow for a protected flow of information before and during the cooperation, the following shall be agreed upon:

1. “Confidential Information” within the meaning of this agreement shall be any and all technical and commercial information (drawings, specifications, methods, formulas, CAD models, samples, documentations, calculations, market and customer data, as well as materials) which a partner (hereinafter referred to as “Receiving Partner”) is making available in verbal, written and electronic form or in another way.
2. FLEX and Contractual Partner shall agree to treat confidential information as strictly confidential and to use and exploit said confidential information only for the joint purposes of the business relationship. This utilisation shall be supra-ordinated to a project and may also be utilised for additional project between the two parties. They assure each other, in particular, to not make confidential information accessible to third parties and to disclose it only to those employees, sub-suppliers, or customers who have to have knowledge thereof due to the objectives of the respective project. These persons must be bound to confidentiality accordingly.
3. This obligation to confidentiality shall not apply to the extent that the confidential information
 - a. was legally available to the Receiving Partner prior to its communication
 - b. was known to the public or generally accessible prior to its communication
 - c. becomes known to the public or generally accessible subsequent to its communication without violation of this agreement
 - d. is legally disclosed or made accessible to the Receiving Partner by an authorised third party at any point in time
 - e. is developed by the Receiving Partner itself independent of the confidential information and without violation of this non-disclosure agreement.

The burden of proof for the applicability of one of the aforementioned exceptions shall rest with the respective partner which is claiming this exception.

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4. In terms of confidentiality, the partners shall apply at least the same diligence that they apply to the treatment of their own confidential information. Any and all confidential information shall remain the property of the respective partner that is disclosing it. Each of the partners shall receive back immediately from the other partner, upon request, samples and other articles provided that contain confidential information.

5. No obligation to exchange information shall be associated with this agreement. The partners agree that the transfer of information shall not be associated with a transfer of ownership, licence, reproduction, usage or other rights. Similarly, this agreement shall not establish a claim to the conclusion of a cooperation, supply or other contract. No assumption of guarantees or liabilities shall be associated with the disclosure.

6. In case of violations of the confidentiality obligations imposed by this agreement, the violating partner shall be liable to the other partner for compensation of the damages resulting therefrom.

7. The partners are aware that a violation of the confidentiality obligation may lead to significant damage and may lead to a situation where a compensation for damages in money is not sufficient. Therefore, the partners agree that in addition to compensation for damages, cessation may also be demanded.

8. This agreement shall become effective upon execution by both parties and shall have an indefinite term unless one of the parties furnishes a written, signed cancellation. The cancellation shall become effective to the end of the next quarter after receipt. The obligations regarding confidentiality shall continue to apply for a duration of 10 years after the agreement has ended.

9. Should individual provisions of this agreement or parts thereof be or become ineffective in part or in whole, the effectiveness of the remaining provisions shall remain unaffected by this. The ineffective provision shall be replaced by an effective provision whose effect comes closest to the economic objective pursued by the partners with the ineffective provision. The above provisions shall also apply in case there are gaps in the agreement.

Modifications and amendments to these agreements as well as the modification or cancellation of this requirement of the written form shall be effective only if they were agreed upon in writing and signed.

The law of the Federal Republic of Germany shall be applicable exclusively.

The contract shall be based on mutual trust. The parties to the contract shall strive to amicably resolve any differences of opinion. For any and all cases in which such an agreement cannot be achieved, the exclusive jurisdiction of the courts responsible for Paderborn (Germany) shall be agreed upon.

Paderborn (Germany), 01 July 2018

FLEX prototyping GmbH

for and on behalf of Stefan Hillebrand
Head of Sales&Distribution & Purchasing

(Signature Contractual Partner)