

Non Disclosure Agreement

and

1 Definition

For the purposes of this confidentiality agreement, the term "information" means all technical, commercial and/or business information, in particular including formulas, ideas, electronically recorded data, prices, market information, business ideas, know-how, personal data, specifications and product samples, which the information provider communicates or makes available to the information recipient orally, in writing or in any other way, directly or indirectly, for example through its affiliated companies.

For the purpose of concluding the contract and the forthcoming cooperation, information will be shared by both parties. The party sharing the information with the other is considered the "information provider". The party receiving the information is the "recipient".

The information provider's information also includes all knowledge acquired by the information recipient through audit, inspection and/or demonstration in laboratories, pilot plants and/or production facilities of the information provider, for example, about existing facilities and processes practiced therein.

2 Confidentiality and restriction of use

The recipient undertakes to keep all information received hereunder secret, to store it carefully, and to not disclose it to third parties without the written consent of the information provider.

- not to use it for any purpose other than the implementation of the Project and any further agreements between the Parties resulting therefrom; and
- not to make the information available or accessible to third parties - if consent is given, third parties must be obliged to maintain confidentiality in advance in accordance with the information provider's instructions - and
- to make information available only to those staff members who need it to carry out the evaluation or project and who, to the extent permitted by law, have in turn signed a confidentiality agreement ensuring the comparable protection of the information before being given access to information; and
- not to make it the subject of its own research and development activities; and
- not to exploit them commercially, to apply for property rights on them or to use them in any other way, directly or indirectly, to obtain property rights.

The recipient is obliged to maintain secrecy with regard to all information unless this information is expressly marked "Public" or - in particular with regard to information communicated orally - a written declaration by the party providing the information declaring the information to be released is available. Furthermore, the recipient of the information is also obliged to maintain secrecy with regard to information which the recipient of the information has acquired by inspection in the course of audits, inspections, etc. The recipient is also obliged to maintain secrecy with regard to information which the recipient of the information has acquired through inspection in the course of audits, inspections, etc.

The foregoing obligations shall not apply to such information in respect of which the recipient of the information can demonstrate that it is

- were already in the public domain at the time they were disclosed or subsequently became in the public domain without any action on the part of the recipient of the information, or
- have been released for publication in writing by the discloser, or
- are the result of the work of the information recipient's own employees, without information from the information provider or parts thereof having been used for this purpose.

Specific information does not fall within the scope of these exceptions merely because it is covered by general knowledge and experience which, as such, falls within the scope of these exceptions. Similarly, a combination of individual items of information is not covered by those exceptions merely because the individual items of information in that combination are themselves covered by those exceptions, but only if that combination itself is also covered by those exceptions.

3 Liability

The recipient party shall be liable for all damages suffered by the Discloser, including indirect and consequential damages, resulting from a culpable breach by the Discloser of the confidentiality obligations under this Agreement.

The invocation of a continuation connection is excluded. In the event of a continuous infringement, the contractual penalty shall be due for each month or part thereof from the infringement. The possibility of claiming further or lower damages and/or reimbursement of expenses shall remain unaffected, taking into account the forfeited contractual penalty.

Furthermore, the recipient of the information shall indemnify the provider of the information against all claims by third parties due to a breach of the obligations arising from this confidentiality agreement. Should a claim be made against the Recipient by a third party, the Recipient undertakes to inform the Discloser thereof without delay. The parties shall jointly agree on the further course of action and shall not declare any acknowledgments or similar vis-à-vis third parties without the consent of the other party.

4 Copies, return and destruction of information

Documents, data carriers, product samples, etc. provided under this agreement that contains or represent information shall remain the property of the information provider.

The Recipient shall destroy these documents, data carriers, etc., upon written request by the Discloser. Copies made and other records containing information shall be destroyed, electronic data shall be permanently deleted and the destruction or deletion confirmed in writing to the information provided upon request. The request for return/destruction/deletion may be made at any time; of all unused product samples, return immediately.

5 Written form requirement

Amendments and supplements to this declaration of confidentiality must be made in writing. This also applies to changes to the written form requirement.

6 Entire agreement

This agreement contains all promises and understandings between the information provider and the recipient party in relation to the subject matter hereof and supersedes all prior understandings and agreements.

7 Term

The Recipient shall not at any time prior to the expiration of 36 months from the later of (furthest date away from) the date of this Agreement or from the date of the recipient and the information provider most recent business dealing with each other, without the prior written consent of the information provider, which consent the information provider may withhold in its sole discretion, attempt in any manner to deal directly or indirectly with any employee, contractor, or client of the information provider, or by-pass, avoid, or circumvent the information provider in any way.

8 Applicable law, place of jurisdiction

The jurisdiction clause controls where an NDA may be enforced. Parties will usually agree to jurisdiction in a specific judicial district, state, or country.

9 Severability clause

Should any provision of this declaration be or become legally invalid, the validity of the remaining provisions of this agreement shall not be affected thereby. Instead, the parties shall retroactively replace the invalid provision with a valid provision that comes as close as possible - in economic terms - to the meaning and purpose of the invalid provision. The same shall apply in the event of a the loophole that is mutually recognized as unintentional.

The disclosing party:	The recipient party:
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
_____	_____