

Mutual non-disclosure agreement

between

Vogelsang & Benning Prozeßdatentechnik GmbH
44866 Bochum, Hansastr. 92,

and

Partner/address:

the following non-disclosure agreement shall be concluded:

Preliminary remark / Definition of the project

For the discussions, negotiations as well as for the completion of the project:

it is necessary to exchange documents, data, drawings, drafts, offers, calculations, technical documents of any kind as well as parts and individual components in the confidential treatment of which both partners have an interest, since they are worthy of protection due to the fact that they do not belong to the state of the art or a market position has been achieved by them.

In order to ensure the unhindered exchange of information and the confidentiality of confidential information, the two partners shall conclude the following non-disclosure agreement:

Confidential information

Confidential information shall mean, in summary, the following: All documents, data, drawings, drafts, plans, specifications, designs, procedures, processes, inventions, components, parts, software, data and other information as well as trade and industrial secrets exchanged in the course of the cooperation.

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Secrecy

The partners undertake not to make confidential information directly or indirectly, verbally or in writing, accessible to third parties and to use it only for the implementation and handling of the project.

The partners agree that the provision of confidential information does not constitute a transfer of ownership or rights of use.

The confidentiality obligation does not apply if confidential information was already known to the recipient of the information or to the public at the time of the communication or if it was subsequently made known or accessible to the recipient of the information or to the public through no fault of the recipient. The recipient of the information is required to provide proof.

Privacy statement

The partners undertake to ensure compliance with all data protection obligations. Both partners warrant that they are familiar with the currently applicable data protection obligations and their application.

Employee commitment

The partners will also impose corresponding obligations on the employees who are entrusted with the execution of the project and oblige them in writing to maintain appropriate silence. In addition, the partners undertake to ensure that the employees maintain appropriate silence, even if the employment relationship is terminated.

Obligations of third parties

If confidential information must be passed on to suppliers for the execution of the project, i.e. the development and production of the test bench, the partners undertake to impose appropriate silence on these third parties in writing.

Third parties within the meaning of this contract are also the companies affiliated with the contracting parties within the meaning of § 15 AktG. The confidential information may only

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be passed on to these companies if they have undertaken in writing to maintain confidentiality to the same extent vis-à-vis the other partner.

Duration of the agreement

This agreement shall enter into force upon signature by both parties.

The obligation to maintain secrecy shall continue to apply for a period of 3 years after termination of the cooperation between the parties.

Contract amendments

Amendments and supplements to this agreement must be made in writing in order to be effective. Verbal side agreements were not made. If any such agreements have been made prior to this Agreement, they shall cease to be effective upon this agreement becoming effective.

Final provisions

Should one of these agreements not be legally effective or not be implemented, the validity of the remaining content shall not be affected. The partners shall endeavour to replace an invalid provision with another that corresponds to the meaning of the invalid provision and this agreement.

Bochum shall be the place of performance and jurisdiction for any disputes arising from the non-disclosure agreement. German law applies.

Bochum, the

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Vogelsang & Benning
Prozeßdatentechnik GmbH

.....
Partner

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