

Non-disclosure agreement (NDA)

between

Baumann GmbH
Oskar-von-Miller-Strasse 7, 92224 Amberg, Germany

– hereinafter referred to as "**Baumann**" –

and

Enter the name of the partner company
Enter address, Enter town/city, Enter country

– hereinafter referred to as "**Partner**" –

Baumann and the Partner shall be referred to hereinafter as *Parties* or as *contractual partners*.

Preamble

The Parties intend to carry out a joint project as part of a planned or existing business relationship:

[Project description]

(hereinafter referred to as "Purpose").

In connection with the initiation, planning, implementation and documentation of this project, Baumann and the Partner shall disclose to each other confidential information relating to the project and all related circumstances. This confidential information shall be subject to general secrecy and confidentiality for the protection of both Parties.

This Agreement shall also apply even if the planned cooperation is not concluded.

1 Subject of the Agreement

The respective owner of confidential information intends to make confidential information available to the recipient for the above-described Purpose in accordance with Clause 2. The recipient is aware that this confidential information was not previously known or readily accessible either in its entirety or in terms of specific details, that it consequently has economic value, that it is protected by suitable confidentiality measures on the part of the owner and that there is a legitimate interest in its confidentiality. If an item of confidential information under this non-disclosure agreement does not meet the requirements of a trade secret within the meaning of the German Trade Secrets Act (Geschäftsgeheimnisgesetz), such information shall nevertheless be subject to confidentiality obligations under this Agreement.

- 1.1 The owner (Section 2, no. 2 of the German Law on the Protection of Trade secrets (GeschGehG)) is any natural person or legal entity who has lawful control over the trade secret.
- 1.2 The recipient is any natural person or legal entity to whom the trade secret is disclosed. The recipient has no control over the trade secret and is not entitled to use or disclose the trade secret contrary to the Agreement. Disclosure of the trade secret shall not make the recipient the owner within the meaning of the above definition.
- 1.3 Disclosure means the disclosure of the trade secret to a third party. Disclosure does not mean the general public.

2 Confidential information

- 2.1.1 Confidential information within the meaning of this Agreement is all information (in written, electronic, verbal, digitally/electronically embodied or in any other form) disclosed by the respective owner to the recipient or a company affiliated with the recipient within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) for the above-mentioned Purpose. The following in particular constitute confidential information:
 - 2.1.2 trade secrets, products, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial plans, personnel issues, and digitally embodied information (data);
 - 2.1.3 any documents or information belonging to the owner which are subject to technical and organisational confidentiality measures and are marked as confidential ("confidentiality notice") or that have to be regarded as confidential on account of the nature of the information or the circumstances of transfer;

- 2.1.4 anything that, by its nature, is clearly identifiable as sensitive in relation to competition if due care is exercised,
- 2.1.5 anything that, in accordance with the attendant circumstances or other facts, is to be treated as confidential;
- 2.1.6 the existence of this Agreement and its contents.
- 2.2 Information is not confidential
 - 2.2.1 if it was known or generally accessible to the public prior to the disclosure or transfer by the owner or if it becomes so at a subsequent time without any breach of a confidentiality obligation;
 - 2.2.2 if it can be demonstrated that it was already known to the recipient prior to disclosure by the owner and without any breach of a confidentiality obligation;
 - 2.2.3 if it was obtained by the recipient without using or referring to the actual confidential information;
 - 2.2.4 if it was provided or made available to the recipient by an authorised third party without any breach of a confidentiality obligation;
 - 2.2.5 if it has to be made accessible to authorities or courts due to mandatory legal regulations or
 - 2.2.6 if it has been expressly authorised by one of the Parties for disclosure to third parties or for general publication in text form.

3 Confidentiality obligations

The respective recipient undertakes

- 3.1 to treat confidential information in strict confidence and to use it only for the appropriate purposes (cf. preamble);
- 3.2 to disclose the confidential information only to such representatives/employees who require knowledge of such information for the Purpose, and provided that the recipient ensures that their representatives/employees comply with this Agreement as if they themselves were bound by this Agreement;
- 3.3 to secure the confidential information against unauthorised access by third parties by means of suitable confidentiality measures within the meaning of Section 2, no. 1 b GeschGehG and to comply with the statutory and contractual provisions relating to data protection when processing confidential information (in particular the European General Data Protection Regulation (GDPR) and the German Federal Data Protection Act, as amended (BDSG)). This also includes state-of-the-art technical and organisational measures for the purpose of data security (Art. 32 GDPR) as well as the obligation of employees to comply with the data protection requirements of the GDPR (see Art. 28, para. 3, letter b GDPR) and the BDSG;
- 3.4 insofar as the recipient is required to disclose part or all of the confidential information due to applicable legal provisions, court orders or official orders or due to relevant stock

exchange regulations, to inform the owner about this in writing without delay and to undertake every reasonable effort to minimise the scope of the disclosure and, if necessary, to provide the owner with all reasonable assistance in seeking a protective order against the disclosure of all or part of the confidential information.

- 3.5 The Parties shall ensure that their employees who are entrusted with the project are subject to written confidentiality obligations.
- 3.6 The involvement of commissioned third parties is not permissible in the context of the project without express consent from the owner. Insofar as the owner agrees to the engagement of a named third party, the recipient must ensure that the confidentiality obligations provided for in this Agreement are imposed upon the third party.

4 Ownership rights to confidential information

- 4.1 Notwithstanding the rights that the owner has under the German Law on the Protection of Trade Secrets, the owner shall have all ownership rights, rights of use and exploitation rights in respect of the confidential information. The owner reserves the exclusive right to apply for intellectual property rights. The recipient shall not acquire any ownership or – with the exception of use for the Purpose described above – any other rights of use to the confidential information (including know-how and copyrights) based on this Agreement or in any other way, e.g. due to conclusive conduct.
- 4.2 The recipient shall refrain from commercial exploitation or imitation of confidential information within the meaning of this Agreement outside of the Purpose in any way (in particular by means of reverse engineering) and from having it exploited or imitated by third parties and, in particular, from applying for industrial property rights – in particular trademarks, designs, patents or utility models – to the confidential information.
- 4.3 If the Parties, within the framework of the respective contracts including their appendices, transfer or exchange information to/with each other that is not the result or subject of the contractual services of the respective contracts including their appendices and that contains protectable inventions, each Party reserves all rights, in particular the right to file patent, utility model or design patent applications with regard to the invention originating from it. The Parties shall not derive any rights, in particular rights of prior use, from the fact that the information provided to them gives them knowledge of protectable inventions for which the other Party may apply for protective rights.
- 4.4 All communication media provided (documents or data carriers) containing confidential information shall remain the property of the owner. The recipient shall return these to the owner upon request and destroy any copies made from them or erase them in accordance with data protection regulations, whereby destruction must be confirmed in writing upon request. This shall not apply to routinely created backup copies of electronic data traffic that are no longer accessible to the respective end user. The obligation of surrender shall also not apply if the confidential information is intended to remain with the recipient of the information on a permanent basis in accordance with the content of the contractual performance obligations, in particular relating to the contractual partner's work results.

5 Contractual penalty

If the recipient or employees of the recipient or other persons for whom the recipient is responsible pursuant to Sections 31, 278, 831 of the German Civil Code (BGB) breach obligations arising from this Agreement, the Parties agree that the recipient shall pay a contractual penalty to the owner in an appropriate amount, whereby the owner shall determine the amount at their reasonable discretion within the meaning of Section 315 BGB; furthermore, the appropriateness of the contractual penalty may be determined by the responsible court in the event of a dispute. The right to assert claims for further loss or damage is reserved. Contractual penalties and compensation payments rendered shall be offset against each other.

6 Term

This Agreement shall enter into force upon signature and shall be concluded for an indefinite period. The obligations arising from this Agreement relating to the information received shall apply without time limit even if no further contract is concluded in connection with the Purpose.

7 Applicable law and place of jurisdiction

The place of jurisdiction for all disputes arising from or in connection with the contractual relationships between the Parties shall be Amberg. Mandatory statutory provisions relating to exclusive places of jurisdiction shall remain unaffected by this. This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions.

8 Applicable law and place of jurisdiction

- 8.1 This Agreement shall enter into force upon signature by both Parties.
- 8.2 Additions and/or amendments to this Agreement, including this provision, must be made in writing.
- 8.3 Should individual provisions of this Agreement prove to be invalid, in whole or in part, this shall not otherwise affect the validity of the Agreement.

CEO/authorised signatory

 Baumann GmbH

 [Partner]

Amberg, Enter date

 Place, date

 Place, date

