

CONFIDENTIALITY AGREEMENT

Non-disclosure agreement (NDA)

F&L Kunststofftechnik GmbH
Wolfener Straße 33
12681 Berlin

- hereinafter referred to as "F&L Kunststofftechnik GmbH" -

commits itself towards the

Inquirerr /

Cooperation partner: _____

Address: _____

Postcode, City: _____

- hereinafter referred to as "Cooperation partner" -

to maintain confidentiality in accordance with the following provisions.

1. the cooperation partner intends to provide F&L Kunststofftechnik GmbH with the following project / part / assembly:

confidential information. This confidentiality declaration serves to avoid misuse of project-related information.

2. F&L Kunststofftechnik GmbH undertakes to treat all information obtained directly or indirectly within the scope of the project as confidential and to use it only in connection with the project described in clause 1. In particular, F&L Kunststofftechnik GmbH assures the cooperation partner that it will neither pass on this information to third parties nor make it accessible to third parties in any other form and that it will take all reasonable precautions to prevent third parties from accessing this information.

3. Information in the sense of the aforementioned clause 2 are in particular:
- Know-how as well as results obtained or used within the framework of the project,
 - the description of the project,
 - the envisaged time schedules, objectives and ideas for the execution of the project,
 - non-published industrial property rights and inventions; the reservation under section 12, subsection 1, sentence 4, shall apply to these,
 - other information which is not publicly available, in particular knowledge of internal company circumstances and processes which F&L Kunststofftechnik GmbH obtains through the cooperation partner within the scope of the project.
4. The confidentiality obligations of F&L Kunststofftechnik GmbH shall also extend to all agents irrespective of the type and legal form of the cooperation. F&L Kunststofftechnik GmbH undertakes to impose corresponding obligations of secrecy on this group of persons, insofar as this has not yet been done.
5. The confidentiality obligations of F&L Kunststofftechnik GmbH shall remain in force beyond the termination of the project described in clause 1 for a period of 24 months. Further obligations to this confidentiality agreement are to be agreed separately.
6. The confidentiality obligations of F&L Kunststofftechnik GmbH shall only not apply if and insofar as the information concerned is demonstrably generally known, or becomes generally known through no fault of the Partner, or was or is lawfully obtained by a third party, or is already available at F&L Kunststofftechnik GmbH, or must be disclosed due to mandatory regulations, or was demonstrably developed by F&L Kunststofftechnik GmbH independently of the knowledge of the information.
7. The passing on of technical know-how, calculation documents, offers and cost estimates by the cooperation partner or F&L Kunststofftechnik GmbH is strictly prohibited and must be requested in each individual case.
8. In the event of disputes in connection with this declaration, the law of the Federal Republic of Germany shall apply with Berlin as the exclusive place of jurisdiction.

F&L Kunststofftechnik GmbH

Cooperation partner

Berlin,

City: _____

Date: _____

Date: _____

Signature and stamp, if applicable

Signature and stamp, if applicable

Name in block capitals

Name in block capitals