



Mutual Non-Disclosure Agreement

This Agreement is made and entered into by and between

Dr. Schneider Kunststoffwerke GmbH

Lindenstraße 10-12,
D-96317 Kronach-Neuses

- hereinafter „Dr. Schneider“ -

and the company

- hereinafter "Partner" -

Preamble

Dr. Schneider and Partner („the parties“) intend to conduct conversations regarding future cooperation concerning (the "Project"). In connection with these conversations it may become necessary to exchange confidential information. Both parties are fully aware that treating this information strictly confidential is essential for future cooperation.

Therefore, the parties agree as follows:

1. Definition

- 1.1 “CONFIDENTIAL INFORMATION” means all information, regardless of the form in which it is disclosed, in particular data, drawings, know-how, analysis, computation, strategy papers, pricing information, financial and business data as well as models, samples and parts, disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”) with regard to the Project and which constitute confidential information due to its nature

1.2 „CONFIDENTIAL INFORMATION“ also means documents prepared by the Receiving Party containing information according to Sec. 1.1 or are based on such information.

1.3 Non-CONFIDENTIAL INFORMATION is information

- which is already known to the Receiving Party before disclosure by the Disclosing Party,
- which is or subsequently becomes available to the general public other than through a breach of any contractual obligations,
- which was or is developed by the Receiving Party independently of CONFIDENTIAL INFORMATION,
- which the Receiving Party rightfully receives from a third party without restriction as to confidentiality or use.

The party invoking on the aforementioned exceptions bears the burden of proof.

2. Secrecy Obligation

2.1 The CONFIDENTIAL INFORMATION is disclosed to the other party for the sole purpose of executing the Project (the "Purpose").

2.2 The Receiving Party undertakes to use the CONFIDENTIAL INFORMATION only for the defined purpose according to Sec. 2.1. The use for any other purposes requires the prior written consent of the Disclosing Party.

2.3 The Receiving Party shall not disclose CONFIDENTIAL INFORMATION to any third party without the prior written consent of the Disclosing Party. Third parties under this agreement shall not mean companies affiliated with the parties according to § 15 et seq. German Stock Corporation Act (SCA) and Companies of the Dr. Schneider group. "Companies of the Dr. Schneider group" are all companies in which Dr. Schneider, or a company which directly or indirectly holds more than 50 % of the shares or the voting rights in Dr. Schneider (controlling company), directly or indirectly holds more than 50 % of the shares or voting rights, in particular all affiliated companies of Dr. Schneider within the meaning of § 15 et seq. German Stock Corporation Act (SCA) or of the controlling company.

2.4 The Receiving Party undertakes to keep the CONFIDENTIAL INFORMATION with the same diligence confidential that he uses for own information with the same importance, at least, however, with the diligence of a responsible businessman. The Receiving Party shall safely keep and treat the CONFIDENTIAL INFORMATION in such a way that its unauthorized disclosure and/or use are effectively prevented.



- 2.5 The Receiving Party undertakes to disclose CONFIDENTIAL INFORMATION only to employees whose involvement is necessary for achieving the Purpose and who are bound by a secrecy obligation with the Receiving Party which contains at least legally equivalent provisions to those of this Agreement as far as legally permitted. The parties shall endeavour to keep the group of involved employees as small as possible.
- 2.6 The secrecy obligation shall not apply if and to the extent the Receiving Party is obliged to disclose the CONFIDENTIAL INFORMATION by law or on the basis of an order of a court or authorities. In this case the Receiving Party shall immediately inform the Disclosing Party of the forthcoming disclosure of the CONFIDENTIAL INFORMATION in written form. The Receiving Party shall make reasonable efforts to obtain undertaking from the third party to which the CONFIDENTIAL INFORMATION has to be disclosed that they will treat the disclosed CONFIDENTIAL INFORMATION confidentially.
- 2.7 Both parties are entitled to forward CONFIDENTIAL INFORMATION to their legal and financial advisors and consultants, provided that such advisors and consultants sign a non-disclosure agreement containing the same provisions or at least legally equivalent provisions to those of this Agreement or are bound by law to a professional obligation to maintain confidentiality.

3. No Granting of Rights

Nothing contained in this agreement is intended or shall be construed to grant to a party any rights or licenses on the CONFIDENTIAL INFORMATION or any intellectual property rights. In case that information, documents or parts containing patentable inventions are handed over, the Disclosing Party reserves all rights, in particular all copyrights and the right to file intellectual property rights.

4. Confidentiality as to contract negotiations

Both parties agree to maintain in confidence the substance of any discussion or negotiation for the purpose of the commencement or maintenance of business relationships between the parties. Public announcements regarding discussions or negotiations between the parties shall not be made by a party without the prior written consent of the other party.

5. Return or destruction of confidential information

The Disclosing Party is entitled to request from the Receiving Party in writing to either fully destroy or return all CONFIDENTIAL INFORMATION which has been disclosed to the Receiving Party under this Agreement; the Disclosing Party shall choose whether the CONFIDENTIAL INFORMATION is to be destroyed or returned. Complete return or destruction of the CONFIDENTIAL INFORMATION

shall be confirmed in writing to the Disclosing Party within 14 days upon receipt of the request.

6. Term

- 6.1 This Agreement shall become effective upon signature of both parties. All CONFIDENTIAL INFORMATION disclosed by either party during or in preparation of contract negotiations before entry into force of this Agreement shall be covered by this Agreement.
- 6.2 The parties agree that this Agreement is concluded for a term of one year.
- 6.3 This Agreement shall automatically be extended for one year each unless terminated by one of the parties with three months' prior written notice to the end of the respective term.
- 6.4 This Agreement shall automatically terminate if it becomes clear that the intended business relationship respectively the intensification of the existing business relationship or the conclusion of a contract shall not be realized. The parties shall confirm this in writing.

7. Survival

The secrecy and non-use obligations under this Agreement shall survive the expiration or termination of this Agreement and shall remain binding for further five years.

8. Miscellaneous

- 8.1 All amendments to this Agreement shall be in writing in order to be legally effective. This also applies for the waiver of the requirement of written form.
- 8.2 If any provisions of this Agreement shall be held invalid or unenforceable the remaining provisions shall remain in force and effect. Any provision which is invalid or unenforceable shall be replaced by a provision which best meets the purpose of the replaced provision. The same applies in the event of a contractual gap.
- 8.3 This Agreement constitutes the entire Agreement between Dr. Schneider and the Partner and supersedes all prior and contemporaneous communications with respect to the subject matter hereof.
- 8.4 This agreement was created only in the English version.
- 8.5 This Agreement shall be governed by the laws of the Federal Republic of Germany.



8.6 The local courts of Coburg, Germany, shall have exclusive jurisdiction and venue over all disputes resulting out of or in connection with this Agreement. However, Dr. Schneider shall be entitled to sue Partner at the place of Partner's registered office.

.....
Place, Date

.....
Place, Date

.....
i.V.

.....
i.V.

Dr. Schneider Kunststoffwerke GmbH

Dr. Schneider Kunststoffwerke GmbH

.....
Place, Date

.....
Place, Date

.....
i.a.

.....
i.a.