

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND RESTRICTED USE AGREEMENT (hereinafter referred to as „**Agreement**“) is entered by and between

(1) MCB 3D-Technology & Additive Manufacturing GmbH, a company located at D-21739 Dollern, Fasanenweg 9, (hereinafter referred to as „**MCB**“)

(2)
.....

both hereinafter referred to „**Party**“ or „**Parties**“ respectively.

- WHEREAS** The Parties may wish to engage in a possible business relationship concerning purchase of provided Service (3D printing, Laser manufacturing, etc.) (here in after referred to as „**Purpose**“);
- WHEREAS** In relation to the Purpose, information will be disclosed by either or both Parties or any Related Company of a Party;
- WHEREAS** The Parties want to ensure that such information, which each may disclose to the other, is used only for the Purpose and protected from further disclosure.

NOW, THEREFORE, the Parties hereby agree of the preceding premises as follows:

ARTICLE1 – DEFINITIONS

In this Agreement unless the context otherwise requires:

„**Confidential Information**“ shall mean any information or data or both, or the substance or existence of this Agreement or the discussions concerning the Purpose or Agreement, whether communicated by or on behalf of the Disclosing Party (or by or on behalf of any Related Company of the Disclosing Party) to the Receiving Party, disclosed before, on or after the date of signature of this Agreement, including but not limited to, any kind of business, commercial or technical information and data in connection with the Purpose except for information which is demonstrably non-confidential in nature. The information shall be Confidential Information irrespective of the medium in which that information or data is embedded and if the Confidential Information is disclosed orally, visually or otherwise. Confidential Information shall include any copies or abstracts made of it as well as any products, apparatus, modules, samples, prototypes or parts that may contain or reveal the Confidential Information

„**Disclosing Party**“ shall mean the Party disclosing Confidential Information to the Receiving Party.

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- „Permitted Recipients“** shall mean any director, officer, employee, adviser, or auditor of the Receiving Party or any of its Related Companies who reasonably needs to know Confidential Information for the Purpose.
- “Receiving Party”** shall mean the Party receiving Confidential Information from the Disclosing Party.
- “Related Company”** shall mean any corporation, company or other entity, which controls, or is controlled by one Party or by another Related Company of that Party, where control shall mean the holding of the voting majority or possession, direct or indirect, of the power to direct or cause the direction of the management and policies of entity, whether through the ownership of voting securities, by contact, or otherwise.

ARTICLE 2 – OBLIGATIONS OF CONFIDENTIALITY AND RESTRICTIVE USE

Unless otherwise agreed between the Parties, the Receiving Party shall:

- a) not disclose any Confidential Information to anyone except to the Permitted Recipients, which are bound to the same level of confidentiality obligation as set forth by this Agreement, and which the Receiving Party shall be responsible for;
- b) use any Confidential Information exclusively for the Purpose; and
- c) keep confidential and hold all Confidential Information with no less a degree of care as is used for Receiving Party`s own confidential information and such care meets at least reasonable standards of prudence.

ARTICLE 3 – EXCLUSIONS FROM OBLIGATIONS TO KEEP CONFIDENTIAL AND RESTRICTIVE USE

The obligations under Article 2 to keep confidential all Confidential Information shall not apply to the extent that the Receiving Party can prove, that information:

- a) was in public domain at the time of disclosure without violation of confidence by the Receiving Party; or
- b) became part of public domain after such disclosure by publication or otherwise, without violation of Confidence by the Receiving Party or any Permitted Recipient; or
- c) was in the Receiving Party`s possession at the time of such disclosure; or
- d) was lawfully obtained by the Receiving Party from a third party without an obligation of confidentiality, provided that third party is not, to the Receiving Party`s best knowledge, in breach of any obligation of confidentiality to the Disclosing Party relating to that information; or

e) was developed by the Receiving Party or its Related Companies independently without resort to the disclosed Confidential Information.

ARTICLE 4 – COPIES

Unless otherwise specified by the Disclosing Party at the time of disclosure, the Receiving Party may make copies of the Confidential Information to the extent necessary for the Purpose.

ARTICLE 5 – REFUSAL

Nothing in this Agreement shall obligate either Party to disclosure any information.

Each Party has the right to refuse to accept any information under this Agreement prior to any disclosure. Confidential Information disclosed despite an express prior refusal is not covered by the obligations under this Agreement.

ARTICLE 6 – NO LICENCE OR OWNERSHIP

Nothing in this Agreement shall affect any rights the Disclosing Party may have in relation to the Confidential Information, neither shall this Agreement provide the Receiving Party with any right or license under any patents, copyrights, trade secrets, or the like in relation to the Confidential Information except for the use of Confidential Information in connection with the Purpose and in accordance with this Agreement.

ARTICLE 7 – NO WARRANTY

The Disclosing Party makes available the Confidential Information “as is” basis and does not warrant that any of this information it discloses is complete, accurate, free from defects or third party rights, or useful for the Purpose or other purposes of the Receiving Party.

ARTICLE 8 – NO FURTHER OBLIGATIONS

This Agreement does not:

- a) create a partnership, joint venture or any other business relationship or undertaking between the Parties; or
- b) oblige a Party to enter into any other agreement; or
- c) require consideration for any information received.

ARTICLE 9 – TERM AND TERMINATION

This Agreement enters into force by signing by both Parties and supersedes all prior

Communications and understandings between the Parties regarding the purpose. This Agreement may be terminated by either Party with immediate effect by giving a written notice to the other Party. Unless so terminated, termination shall occur automatically on 31.05.2018.

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However, in case the Purpose has not been completed t at the end of 31.05.2018 this agreement is extended year by year, unless one of the Parties terminates the agreement with at least a thirty days 'notice or both parties agree in writing about the projects end.

ARTICLE 10 – SURVIVAL OF OBLIGATION

Upon termination, the Receiving Party shall stop making use of the Confidential Information. The obligations of the Parties under this Agreement shall survive indefinitely or to the extent permitted by the applicable mandatory law.

ARTICLE 11 – BREACH AND REMEDIES

In addition to any remedies under the applicable law, the Parties recognize that any breach or violation of any provision of this Agreement may cause irreparable harm to the other Party or its Related Company, which monetary damages may not necessarily remedy. Therefore, upon any actual or impending violation of any provision of this Agreement, either Party may obtain from any court of competent jurisdiction a preliminary, temporary or permanent injunctive relief to, restrain any unauthorised use or disclosure of Confidential Information, and such entitlement, if warranted, will be in addition to all other remedies available to that Party in law or equity.

ARTICLE 12 – DISPOSAL

Within ninety (90) days of termination of this Agreement the Disclosing Party may request the disposal of the confidential information. Disposal means execution of reasonable measures to return or destroy all copies including electronic data. Destruction shall be confirmed in writing. Disposal shall be effected within thirty (30) days of the request being made.

The provisions for disposal shall not apply to copies of electronically communicated Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies of it which must be stored by the Receiving Party or its advisers according to provisions of mandatory law, provided that this confidential Information's or copies of it shall be subject to continuing obligations of confidentiality under this Agreement but not further use shall be permitted as from the date of the request.

ARTICLE 13 – MANDATORY OBLIGATION

Neither Party shall be in breach of this Agreement to the extent that it can show that any disclosure of Confidential Information was made solely and to extend necessary to comply with a statutory, judicial or other obligation of a mandatory nature, afterwards referred to as „**Mandatory Obligation**“. Where a disclosure made for these reasons, the Party making the disclosure shall ensure that the recipient of the Confidential Information is made aware of and asked to respect its confidentiality. This disclosure shall in no way diminish the obligations of the Parties under this Agreement except to the extent that a Party is compelled by any Mandatory Obligation to disclosure Confidential Information without restriction.

To the extent permitted by any Mandatory Obligation, the Receiving Party shall notify the other Party without delay in writing as soon as it becomes aware of an enquiry or any process of any description that is likely to require disclosure of the other Party's Confidential Information in order to comply with any Mandatory Obligation.

ARTICLE 14 – GOOD FAITH AND FAIR DEALING

In carrying out their obligations under this Agreement the Parties will act in accordance with the principles of good faith and fair dealing. The provisions of this Agreement, as well as any statements made by the Parties in connection with this Agreement, shall be interpreted in accordance with the principles of good faith and fair dealing.

ARTICLE 15 – DISPUTE RESOLUTION

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber Of Commerce by one or more arbitrators appointed in accordance with those Rules. The venue for arbitration shall be **Germany** and the language of arbitration shall be English.

ARTICLE 16 – APPLICABLE LAW

This Agreement is governed by and shall be construed in accordance with the substantive laws of **Germany**.

ARTICLE 17 – NO ASSIGNMENT

This Agreement may not be assigned by either Party without the prior written consent of the other Party, which shall not unreasonably be withheld. No assignment shall relieve a Party of its obligations under the Agreement with respect to Confidential Information disclosed to that Party prior to the agreed assignment.

ARTICLE 18 – WRITTEN FORM

This Agreement may not be modified or amended except in writing and signed by authorized representatives of the Parties.

In witness whereof the duly authorized representatives of the Parties have executed this Agreement on the day and year written below.

On behalf of MCB

On behalf of Party_2

Date:

Date:

By:

By:

Name: Jean Marius Biawa
Title: Dipl.-Ing. Luft & Raumfahrttechnik
Position: Chief Executive Officer
By:

Name:
Title:
Position:
By:

Name: Ulf Klapprodt
Title: Dipl.-Kfm.
Position: Chief Financial Officer

Name:
Title:
Position: