Confidentiality Agreement

between

**LPKF Laser & Electronics AG,**

represented by the Management Board,

Osteriede 7, 30827 Garbsen, Germany

including all Affiliates,

(hereinafter referred to as „LPKF“)

and

***Company/*** *name/ legal form,*

represented by *name, position*

*Address*,

(hereinafter referred to as Company)

(hereinafter individually / jointly also referred to as Party / Parties, “Recipient or “Discloser””)

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| **Preamble**  The parties intend … (hereinafter referred to as “purpose“). For this purpose, information which must be maintained as secret and confidential (“Information”) has been and shall be transferred by the parties **[***and from the affiliates of LPKF to Company***]**. The following agreement shall serve to protect this Information: |
| 1. „Information“ shall mean all technical and commercial information, drawings, documents, ideas, data, know-how, technologies, protocols, designs, specifications and other information which **[***has already been or***]** will be provided to a Recipient from the Discloser or his Affiliates in writing, orally or in any other manner **[***and which is expressly marked “confidential” or similar at the time of disclosure, or, in case of verbal or visual disclosure, the confidentiality of the Information is confirmed by the Discloser in writing within thirty (30) days with a summary of such disclosure***],** unless,   1. the Information was already known to the Recipient prior to the commencement of the cooperation, 2. the Recipient received the Information from a third party entitled to transfer the Information, 3. the Information is generally known or becomes generally known without a breach of the obligations contained in this Agreement by the Recipient, 4. the Recipient has developed the Information itself.   The Recipient shall bear the burden of proof for the existence of these afore-mentioned exceptions. Should only a part of the Information fall under one of the afore-mentioned exceptions, the obligations contained in this Agreement shall apply without restriction to the remaining Information. |
| 1. The Parties agree,   - to treat the Information as absolute secret and confidential,  - not to analyze or re-engineer the Information,  - not to make the Information accessible to third parties,  - to make the information accessible to affiliated companies of LPKF, only to an extent which is necessary for the purpose of the exchange of information,  - to use the Information solely for the contract purpose.  “Affiliates” shall mean all companies which control a party, directly or indirectly or which a party controls in the same way or which is under common control with a party. “Control” shall mean the ownership of at least fifty percent (50%) of the share capital of such company.   1. With the maintenance of confidentiality, the Parties shall take at least the care which they use with the treatment of their own confidential information and shall undertake and arrange all measures to hinder third parties from gaining knowledge of the Information or the occurrence of an impermissible disclosure. The Parties agree to safely store the Information and to only produce copies or other reproductions in a number and scope which is absolutely necessary. |
| 1. The Recipient agrees to only provide the Information to such employees and in the scope which is necessary for whom or by which knowledge thereof is necessary for a proper fulfilment of the duties incumbent upon the employee and to impose the same obligations, within the framework of legal possibilities, on their employees and affiliates which obtain knowledge of the Information. The same shall apply for the time period after the employee leaves the employment of the respective Contract Party. |
| 1. The Recipient agrees not to use the Information received from the other Contract Party for their own or third party purposes and not to apply for any industrial property rights (in particular patents, trademarks, designs) which result from the Information or are based thereon. |
| 1. The Information remains the property of the Discloser. The Recipient recognizes that this Agreement neither intends nor can be interpreted to the effect that it shall be granted any rights or a license to the Information. In particular, knowledge of the Information capable of being protected shall not establish any prior use right (Vorbenutzungsrecht) within the meaning of § 12 of the German Patent Act or respective regulations in patent laws of other countries. |
| 1. Upon written request, the Recipient shall immediately return or destroy all Information received without keeping copies other reproductions, summaries or similar recordings, regardless of the medium. This provision shall not apply to regular backup copies of electronically exchanged Confidential Information automatically saved in the course of the usual data protection and to Information which must be stored according to provisions of mandatory law. |
| 1. This Agreement has a term of three (3) years. The obligations of or arising out of this Agreement shall also continue in effect after termination of this Agreement for a term of three (3) years. |
| 1. This Agreement is governed by the laws of the Federal Republic of Germany. All disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the District Court Hannover. |
| 1. If one or more provisions of this Agreement shall be or become invalid, in whole or in part, the validity of the remaining provisions of this Agreement shall not be influenced thereby. A respective invalid clause shall be replaced by a clause which comes closest to the purpose of the invalid provision; the same shall apply in the case of a gap. |
| 1. This Agreement completely replaces all prior Confidentiality Agreements concluded between the Contract Parties regarding the same purpose. 2. All amendments to this Agreement must be made in writing and signed by the Contract Parties. This shall also apply for an amendment of this writing requirement clause. |
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Datum, Ort Date, Place

………………………………………………. ……………………………

# LPKF Laser & Electronics AG Company