

Confidentiality Agreement

between

Orbitalum Tools GmbH
Josef-Schüttler-Str. 17
78224 Singen

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hereinafter "**Orbitalum**" -

and

- hereinafter the "**Partner**" -

I. Object of the Agreement

In the course of the collaboration planned between Orbitalum and Partner, it is probable that Orbitalum is going to put confidential information of a technical or business nature at the Partner's disposal, including, but not limited to, drafts, calculations, measurements, prototypes, test materials, models, know-how, strategies or other business plans, business reports and business contacts, (hereinafter referred to as "**Information**"). The exchange of Information may take place orally, in writing, or electronically. In order to guarantee the confidentiality of such Information, the Partner obligates himself to Orbitalum under the conditions of the following confidentiality agreement (the "**Agreement**"):

II. Confidentiality

- (1) For all Information put at the Partner's disposal the Partner obligates himself:
 - to keep the Information strictly confidential;
 - to use the information exclusively within the collaboration with Orbitalum;
 - not to give third parties access to the Information without the prior written consent of Orbitalum;
 - not to copy the information without the prior written consent of Orbitalum;
 - to safeguard the Information in a theft-proof manner;
 - to make the Information accessible only to those employees who are necessarily involved with the individual project.
- (2) The Partner obligates himself to require all employees with access to the Information to maintain confidentiality according to this Agreement. Towards this end, the Partner will, as part of his legal obligations under this Agreement, ensure that his employees abide by the terms and conditions of this Agreement, including in the event that those employees are released from their employment or duties during the period of validity of this Agreement.
- (3) The duty of confidentiality applies not to such information for which it can be proven that
 - the information had already been disclosed to the public or was already state of the art at the time it was given to third parties, or
 - the information was already known to the Partner, or
 - the Partner's employees independently worked with the information, but did not have access to the shared information, or
 - the information had been legally acquired from third parties.

- (4) Orbitalum reserves all rights to Information put at the partner's disposal, particularly regarding copyrights and other protected intellectual property rights, but not limited thereto. The Partner recognizes that he acquires no rights at all to such Information. Should the Partner obtain Information, the Partner may not undertake negotiations that may infringe upon the novelty of an invention or its priority right in case of patent registration.

III. Obligation of Subcontractor

- (1) To the extent that the Partner intends to conclude a subcontract or have third parties participate in this collaboration in any other way, the Partner needs the prior written consent of Orbitalum.
- (2) Upon concluding a subcontract with Orbitalum's consent, the Partner shall obligate the subcontractor to this Agreement. Before any Information is handed over to the subcontractor, the subcontractor's obligation must be put in writing and a copy handed over to Orbitalum.

IV. Return of Information

The Partner is obligated to return all Information to Orbitalum after the end of the duty of confidentiality, including all copies thereof. Instead of returning the Information, the Information may, with the prior written consent of Orbitalum, be destroyed at the premises of the Partner. In such a case, the Partner will prove the destruction of the Information to Orbitalum.

V. Breach of the Duty of Confidentiality

- (1) Upon an intentional or negligent breach of this Agreement, the Partner is liable for damages to Orbitalum and, as the case may be, to other participants in the project.
- (2) An intentional or negligent breach of this Agreement by the Partner is assumed when proof can be brought forth that information or confidential materials have made its way out of the Partner's sphere. The Partner is entitled to rebut this assumption.
- (3) The Partner is liable for the conduct of its employees and subcontractees.

VI. Miscellaneous

- (1) Changes or additions to this Agreement must be in writing and the change or addition explained in writing.
- (2) This Agreement enters into force on _____ and ends on _____.
- (3) The duty of confidentiality ends 3 years after the end of this Agreement, however, at the latest 10 years after this Agreement enters into force.
- (4) Singen will serve as the exclusive jurisdiction for all disputes arising out of this contract. German law will exclusively apply to schh disputes, whereas the United Nations Convention on the International Sale of Goods (CISG) will be excluded.

Place, Date

Partner's Name, Company's stamp