

# CONFIDENTIALITY AGREEMENT

## Non-disclosure agreement (NDA)

Cooperation partner: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Postcode, City: \_\_\_\_\_

- hereinafter referred to as "Cooperation partner" -

commits itself towards

F&L Kunststofftechnik GmbH  
Wolfener Straße 33  
12681 Berlin

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

to maintain confidentiality in accordance with the following provisions.

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

\_\_\_\_\_

\_\_\_\_\_

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

2. the cooperation partner 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, the cooperation partner assures F&L Kunststofftechnik GmbH not to pass this information on to third parties or to make it accessible to third parties in any other form and to take all reasonable precautions to prevent third parties from accessing this information.

3. Information within the meaning of the foregoing clause 2 shall be 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 circumstances and processes which the Co-operation Partner obtains in the course of the Project via F&L Kunststofftechnik GmbH or the Partner MedicPart Plus GmbH.
4. The confidentiality obligations of the Co-operation Partner shall also extend to all agents, irrespective of the type and legal form of the co-operation. The Co-operation Partner undertakes to impose corresponding confidentiality obligations on this group of persons, insofar as this has not already been done.
5. The confidentiality obligations of the cooperation partner shall remain in force beyond the termination of the project described in section 1 for a period of 24 months. Further obligations to this confidentiality agreement are to be agreed separately.
6. The confidentiality obligations of the cooperation partner 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 from a third party, or already exists at the cooperation partner, or must be disclosed due to mandatory regulations, or was demonstrably developed by the cooperation partner independently of the knowledge of the information.
7. The passing on of technical know-how, calculation documents, offers and cost estimates on the part of the cooperation partner or F&L Kunststofftechnik GmbH is strictly prohibited and must be requested in individual cases.
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.

Cooperation partner

F&L Kunststofftechnik GmbH

City: \_\_\_\_\_

Berlin,

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature and stamp, if applicable

\_\_\_\_\_  
Signature and stamp, if applicable

\_\_\_\_\_  
Name in block capitals

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Name in block capitals