

Formblatt V-E-004 Non-disclosure agreement based on reciprocity	 Mogatec GmbH Im Grund 14 09430 Drebach Tel.: +49 3725 449 - 0 Fax.: +49 3725 449 - 500
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between:

Mogatec GmbH Im Grund 14 09430 Drebach	and	
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– here in after referred to as „Mogatec“ – – hereinafter referred to as “Contracting party” -

Mogatec and the contracting party have the intention to cooperate in the field of:

It may be required to disclose confidential information in relation to this co-operation. The following is stipulated to allow for consultations with complete frankness already prior to the conclusion of any contract:

1. Confidential information for the purpose of this agreement does include technical or business information and documents indicated by the signatories as being sensitive. In particular those that were received by Mogatec or contracting party from the other.

2. Mogatec and the contracting party undertake to keep confidential sensitive information of the respective other party and to take all necessary measures in order to avoid that it is made accessible to third parties. Mogatec and the contracting party protect and secure confidential information with due care or with at least the same care that they would protect their own similar information. Information has to be kept and secured in such a way that misuse and unauthorized access can be excluded.

Erstellt: Charlotte Kindel Geprüft: Dennis Beck Freigegeben: Tina Wagner	Verantwortlich: Einkauf		Revision: 005
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3. The obligation of secrecy and non-utilisation of the information requiring secrecy shall not apply if such information
- was verifiably known to the other contracting party prior to the notice
 - was known to the public or generally accessible prior to the notice or became known to the public after notification without any contribution or fault by the other contracting party
 - essentially corresponds to information disclosed or made available to the other contracting party by an authorized third party or
 - was independently developed by an employee of the other contracting party who did not have any access to the information submitted confidentially.
4. Mogatec and the contracting party are not allowed to disclose or to copy confidential information without explicit permission of the other party, neither entirely nor partly. Unless it is necessary for the preparation of cooperation and ensured that only those employees will get information or documents/copies who do require it for the preparation of project.
- Full documentation and possibly made copies must be returned upon request of the submitting party but at the latest until expiry date of this agreement. This obligation shall not apply to routinely made copies of electronic data transfer as well as confidential information and copies thereof which must be collected by the other contracting party according to applicable law.
5. Mogatec and the contracting party undertake not to utilize confidential information without the express written consent and in particular, not to pursue any property right filings. Usage rights and the right of use of confidential information, its associated Know-how or maybe intellectual property rights, pending or issued, are not granted pursuant to this agreement.
- Liability for the accuracy, faultlessness, absence of third-party proprietary rights, completeness and/or usability of confidential information shall be excluded as far as permitted by law.
6. Samples, substances or other materials handed over by the contracting party or Mogatec are to maintain in confidence pursuant to clause 2 to 5 of this agreement and may only be used by the recipient for related purpose.
- The recipient of samples, substances or other materials may not analyze those in view of composition and/or manufacture without the express written consent of the other contracting party, neither chemically nor in any other way.
- Samples, substances or other materials which are not consumed or destroyed upon completion of determined purpose are to be returned to the other contracting party unless otherwise stipulated or where the obligation on the part of the recipient exists to archive.
7. Mogatec or the contracting party may disclose information obtained when being bound by law or authority.
8. This agreement becomes effective with signing and has a term of **5** years. The obligation for confidentiality lasts for **2** years after the expiry of the agreement.

9. Should a party or employees of this party or other persons for whom this party is liable pursuant to Sections 31, 278, 831 of the German Civil Code (BGB) breach the obligations arising from this agreement, the parties agree that the breaching party shall pay a contractual penalty in an appropriate amount regardless of the fault, whereby the injured party shall determine the amount using equitable discretion in the sense of Section 315 of the German Civil Code (BGB) and the appropriateness of the contractual penalty may be reviewed by the competent court in the event of a dispute.
10. Collateral agreements, modifications and other additions are to be made in writing. The same applies to the waiver of the written form.
11. This Agreement shall be governed by the laws of the Federal Republic of Germany. If any provision of this Agreement is or becomes invalid, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid provision with mutual agreement closely reflects the intent and purpose of the original wording. The same shall apply in the event of any contractual gap.

Mogatec GmbH

Place, date

Signature

Contracting partner

Place, date

Signature