

Non-disclosure Agreement

between

Selectrona GmbH
Industriering 19 + 21; 01744 Dippoldiswalde/ Reinholdshain
Register court Dresden, register number HRB 6208, UST-ID-Nr. DE 140 462 801

Selectrona s.r.o.
Teplická 440; CZ 41723 Košťany
District court Ústí nad Labem, reference number: C 33093 UST-ID-Nr. CZ 018 651 96

represented by Herbert Bender, CEO
- hereinafter referred to as Selectrona -

and

represented by _____
- hereinafter referred to as _____ -

- jointly hereinafter referred to as the parties -

Preamble

Within the scope of the business relationship between Selectrona and _____, it may become necessary to disclose confidential information to each other. The parties are aware that treating such information as absolutely confidential is a vital prerequisite for future cooperation.

The requirements of the General Data Protection Regulation (GDPR for short) are an integral part of this confidentiality agreement and must therefore be observed by both contractual partners.

For meeting this goal, the following shall be agreed upon:

1. Non-disclosure Obligation

The parties undertake to keep confidential any facts, information, knowledge and details disclosed to them in other incidents and to take necessary precautions to prevent third parties from being able to access such confidential documentation. In particular, the Parties shall permit only those members of their staff to have access to such confidential documentation, who are obliged to maintain confidentiality.

Should either party desire to forward facts, information, knowledge or details disclosed to them in other incidents to associated or cooperating businesses in the sense of Section 15 AktG (German Stock Corporation Act), the

receiving party shall guarantee that those businesses in their turn also acknowledge the items specified in this Non-disclosure Agreement. The disclosing party shall be notified of such forwarding of information in advance.

This Agreement does not imply any obligation to exchange any information. Nor does this Agreement constitute any basis for claiming to conclude any cooperation, supply or any other agreement. The disclosure of information does not imply the assumption of any guaranties or liability.

2. Period of Validity of this Non-disclosure Agreement

This Agreement shall come into force upon being signed by the parties and shall expire upon the end of the third calendar year following the termination of cooperation. Should cooperation not come into effect, this Agreement shall terminate upon the expiry of the fifth calendar year after its conclusion.

3. Scope of the Obligation of Non-disclosure

The subject of this obligation of non-disclosure relates to all information, data, documentation, drawings, materials, samples, technical processes and technical knowledge, business or personally related data, development, research and planning data, offers or quotations, details of enquiries and other subject matter

to be handed over by the parties or that have been handed over already.

This Non-disclosure Agreement does not apply to facts, information, knowledge or other incidents that, verifiably,

- had been known to the receiving party before disclosure by the disclosing party already
- is provided legitimately and without any restrictions regarding confidentiality or use by third parties
- had generally been known prior to the conclusion of this Agreement or will generally be made known thereafter, without violating the obligations contained in this Agreement

Burden of proof for these three items shall rest with the receiving party.

4. Restrictions of Use

This Agreement does not imply the granting of any rights of use. In particular, either party reserves the right to file application for industrial property rights regarding any facts, information, knowledge or other incidents, or parts thereof, disclosed to the respectively other party.

5. Treatment of Documentation

The disclosing party reserves its property rights in any disclosed data, documentation, drawings, materials, samples or other subject matter. Should no further agreement be concluded, or should the receiving party be requested in writing to do so, the receiving party shall be obliged to immediately return or, subject to agreement, completely annihilate all data, documentation, drawings, materials, samples and other subject matter, including any copies probably made.

6. Damages

In the event of negligently violating any non-disclosure obligation imposed by this Agreement, the receiving party shall be held liable for any damage occurring to the disclosing party. The receiving party shall likewise be

held liable for the conduct of its staff, vicarious agents or subcontractors, without being entitled to provide proof of exoneration pursuant to Section 831, para. 1, clause 2 BGB (German Civil Code).

Moreover; the parties are fully aware that

- any violation of industrial or business secrets pursuant to Sections 17, 18 UWG (German Act against Unfair Competition) is an offence that can be punished with five years of imprisonment, and
- he who violates industrial or business secrets is held liable for damages for the damage resulting therefrom, also pursuant to Section 19 UWG.

7. Applicable Law, Place of Jurisdiction

The law of the Federal Republic of Germany applies, excluding the United Nations Convention on the International Sale of Goods (CISG).

For all disputes arising directly or indirectly from this contractual relationship, the exclusive place of jurisdiction is, to the extent that the receiving party is a merchant under the German Commercial Code, a legal person under public law or a special asset entity under public law, the place of Selectrona's registered office.

8. Severability Clause

Should any individual provision in this Agreement be or become ineffective or should this Agreement contain a gap, the legal validity of the remaining provisions shall in no way be affected thereof. The ineffective provision shall be deemed to be replaced by such effective provision that comes economically closest to the one mutually intended by the Parties; the same applies in the event of a gap.

9. Formal Requirements

No ancillary agreements have been made. Any amendments and/or supplements require their written form. This shall also apply to waiving the written form requirement.

Signatures

for _____

Date

Name

Signature

for Selectrona GmbH

Date

Name

Signature