

## Non-Disclosure Agreement

between

3Faktur GmbH  
Göschwitzer Straße 22  
07745 Jena  
Germany

hereinafter referred to as "3Faktur" -

and

Company

Address

hereinafter referred to as "Client" -

3Faktur GmbH receives from the Client 3D models, CAD data, technical drawings, or other data of components for quotation and production purposes. The information and specifications provided represent the Client's know-how and are subject to the following confidentiality obligation:

1. 3Faktur commits to maintaining confidentiality over all information and knowledge obtained or to be shared by the Client, related to any operational processes, such as principles, methods of operation, manufacturing, new developments, improvements, other details, or similar, even if they have not been explicitly marked as secret or confidential.
2. 3Faktur is not authorized to exploit or use for its own purposes the aforementioned information and/or knowledge without prior written consent from the Client. The use of the knowledge and/or information is limited to the preparation of quotations and the contracted production or design.
3. This confidentiality obligation remains in effect even if a proposal is rejected, after the complete execution of the respective production order, and/or after the proposal has been made.

4. The confidentiality obligations listed above do not apply if and to the extent that the relevant information and/or knowledge was demonstrably:

- Known to the recipient before disclosure.
- Known or readily accessible to the public before disclosure.
- Became known or readily accessible to the public after disclosure without the recipient's involvement or fault, or
- Essentially corresponds to information disclosed or made accessible to the recipient at any time by an authorized third party.

5. 3Faktur commits to imposing the aforementioned confidentiality obligations on all its employees, subcontractors, and suppliers who may gain access to the relevant information and/or knowledge due to their activities. These confidentiality obligations are also to be imposed on the employees of the contracting parties beyond the termination of their employment.

6. This agreement requires written form; any side agreements, supplements, or modifications also require written form. The same applies to the amendment of the written form rule itself. Should any provision of this confidentiality agreement be invalid or unenforceable, the remaining provisions of the confidentiality agreement shall not be affected. The parties are obligated, within reason and in good faith, to replace any such invalid provision with a permissible regulation that achieves the same economic success, provided that it does not result in a significant change to the content of this confidentiality agreement.

7. For all disputes arising from or in connection with this confidentiality agreement, including questions regarding its formation, termination, and continued effectiveness after termination, Jena is agreed upon as the exclusive jurisdiction. German law shall apply.

### 3Faktur

Jena, Date

Place

Date

Name / Position

Name / Position

Signature

Signature