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FB-EK-0086			
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## Confidentiality Agreement

between

### Robert Hofmann GmbH

An der Zeil 6  
96215 Lichtenfels  
Germany

– hereinafter referred to as Hofmann –

and

-herinafter referred to as partner-

-together referred to as “the Parties”-

### Preamble

Hofmann is a global, cross-industry company offering complete solutions in the area of 3D printing in metal or plastic, in model and toll making, in production of prototypes and small and pre-production.

Hofmann and his partner are willing to explore potential collaboration opportunities and to exchange confidential information within the scope of this.

In the framework of such exploration and cooperation, each party may disclose to or receive from the order confidential information therefore, the Parties agree as follows:

### § 1

**(1)** The parties commit themselves to each other to maintain secrecy of all and any technical and economic information exchanged or to be exchanged before and during the term of present Agreement. Such information shall not be made accessible to unauthorized third parties nor be used for purposes other than those agreed, without the other party's consent.

**(2)** The parties shall take all necessary precautions within their sphere of business to prevent that unauthorized third parties can take notice of the information. This shall include, for example, precautions according to which only restricted number of employees has access to the information.

**(3)** All employees of the parties having access to the information or obtaining knowledge thereof shall be obliged to maintain secrecy thereof during and – as far as legally possible – after termination of their employment.

### § 2

**(1)** Technical information as defined by para. 1 shall comprise in particular know-how, such as, for example, experience, findings or designs, including plans, drawings, pictures or other data and materials, as well as ideas, concepts and intentions.

**(2)** Economic information shall comprise in particular marketing plans, customer lists, price information or other knowledge of economic significance within a party's sphere of business.

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**(3)** All and any technical and economic information shall fall under this Agreement, irrespective of whether they had been communicated in writing or orally or had been qualified as secret or confidential.

### § 3

This Agreement shall not cover a party's information and documents which

- a) Were verifiable already known to the other party prior to the beginning of the cooperation;
- b) The other party provably receives from third parties in a lawful manner;
- c) The other party provably elaborated within the framework of its own independent developments;
- d) Which are or become generally known without a breach of the duties contained in this agreement.
- e) Are subject to compulsory disclosure due to statutory obligations or judicial or official order provided that the receiving party informs the disclosing party thereof without delay and ensures that disclosure is limited to the minimum necessary.

The burden of proof of any of the above – mentioned exceptions shall be born by the party referring thereto.

### § 4

Unauthorized third parties as defined by para. 1 of this agreement shall be natural persons or legal entities which are not parties to this agreement, unless they are affiliated enterprises as defined by sections 15 seq. AktG (German company law). If information is passed on to these enterprises, the same obligations of confidentiality shall be imposed upon them.

### § 5

Documents such as, for example, drawings, specifications, instructions or other materials handed over to the other party within the framework of an order or a project shall exclusively be used in an order-related or project-related manner and shall be returned, after performance of the order or completion of the project, to the party having placed the order immediately after request.

Except (i) a copy for documentary purposes or for the fulfillment of legal obligations, and in particular, to meet the requirements for preserving data and / or (ii) records by an automatic back-up system.

### § 6

Both parties agree that this agreement shall not grant to one of the parties any rights of use, in particular, any licences, to the information of the other party.

### § 7

For the case of communication of any inventions, the parties reserve themselves all rights concerning any subsequent protective rights.

### § 8

The parties acknowledge that no representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by the other, or any of their respective directors, officers, employees, agents or advisors, as to, or in relation to accuracy or completeness of any of the confidential information and that no responsibility or liability exists in respect of any other written or oral communication made to either party. The parties further acknowledge that they are responsible for making their own evaluation of the confidential information.

### § 9

The present agreement shall enter into force on the date of its execution by both parties and the date of its execution by both parties and ends –even after termination of the cooperation- upon expiry of 5 years, unless otherwise agreed in writings.

### § 10

In case of any infringement of this agreement, the infringing party shall indemnify the other party against all and any damages or costs (including the costs of prosecution) resulting from and infringement of the present confidentiality agreement.

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**§ 11**


- (1) This agreement shall be governed by German law with the exception of the rules of the private international law and the United Nations convention on contracts for the international sale of goods.
- (2) Changes and amendments to this agreement must be made in writing in order to be valid. This shall also apply to any amendment of this requirement for written form.
- (3) Any rights established under this agreement may only be waived in writing.
- (4) This agreement contains all agreements made between the parties in respect of the subject matter hereof and shall supersede all previous provisions agreed between the parties in respect of the subject matter hereof. No ancillary agreements to this agreement have been made.
- (5) Should any provision of this agreement be or become invalid, ineffective or unenforceable, the remaining provisions shall remain valid. The parties undertake to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which comes as close as possible to the economic interests of the parties. This shall also apply in the event of a contractual gap.
- (6) In case of any dispute arising in connection with this agreement the parties will at first attempt to find an amicable solution. All disputes arising from or in connection with this agreement shall be decided by an arbitrator according to the arbitration rules of the German institution for arbitration incorporated association (DIS) excluding the jurisdiction of a court. The arbitration proceedings shall be conducted in German.
- (7) In the event of a discrepancy between the German and English version, the German version shall prevail.

**Partner**

<b>Duly appointed representatives</b>
Company:
Name: Position:
Place, date:

**Robert Hofmann GmbH**

<b>Duly appointed representatives</b>
Company: Robert Hofmann GmbH, An der Zeil 6, 96215 Lichtenfels, Germany
Name: Position:

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Place, date: