

NON-DISCLOSURE AGREEMENT (NDA)

between

EXAPARTS GmbH, Industriestrasse 3, 3294 Büren an der Aare

and

.....
.....
.....(client)

(hereafter referred to collectively as „parties“ or individually as „EXAPARTS“ or „client“)

1. The parties intend to enter into contract negotiations regarding the production of prototypes, sample parts and small batch series, using the SLS process, by EXAPARTS GmbH or have already negotiated with each other such a contract.
2. During the negotiations and during the execution of the order confidential information is or was exchanged verbally, in writing or electronically among the parties. Especially it concerns information of a technical (drawings, models, samples, know-how, measuring results, calculations, etc.), commercial (competition, manufacturer, buyer, etc.) or organisational nature.
3. To protect the interest in secrecy of the parties concerning the exchanged information, the parties obligate themselves to use all information which they received (intentionally or unintentionally) from the other party only for the purpose of the mutual cooperation and to keep it a secret, i.e. without the written agreement of the other party neither to disclose verbally, in writing or in any other form, nor to make available to third parties. For the protection of received confidential information the same safety measures at least have to be taken as concerning own confidential information.

The obligation of secrecy does not apply for information:

- which is already publicly known;
 - which becomes publicly known through no fault of the receiving party;
 - which is already known to the receiving party before the disclosure by the other party;
 - which has been disclosed to the receiving party by a third party, without the receiving party having been obligated to secrecy by this third party;
 - which has been developed or will be developed by the receiving party independently of the disclosure.
4. Recorded information has to be returned to the other party or to be destroyed immediately upon their written request. Not to be returned is information, which has to be kept safe due to legal regulations or to be stored for the sake of quality assurance or for warranty reasons.
 5. The obligation of secrecy ends 10 years after order completion or after the termination of the contract negotiations. The duration can be changed by mutual written agreement.
 6. If subcontractors or other third parties are brought in for the execution of orders, the EXAPARTS GmbH obligates itself to negotiate with these persons an agreement which includes the same conditions of secrecy as the ones in the present contract.
 7. If a violation of the obligation of secrecy took place through the fault of one of the parties damage claims are reserved. The violation of the obligation of secrecy, the thus occurred damage and the negligence have to be proven by the claimant.
 8. Changes and additions to the present secrecy agreement have to be made in writing.
 9. The present agreement is subject to Swiss law. The place of jurisdiction for litigations arising from or in connection with this agreement is in Büren an der Aare.

Place and date:

EXAPARTS GmbH

Client:

.....

.....