

Non-disclosure agreement

between

Company/person
represented by

- in the following named company –

and

Medizinisches Kompetenzzentrum „Medizin im Grünen“
c/o HCx Consulting GmbH,
Ulmenstraße 12, 15864 Wendisch Rietz
- represented by CEO Dr. Heiko Ziervogel –

- In the following named HCx -

both also named the Parties.

§ 1 Preamble

The parties are considering cooperation and are holding initial talks in preparation for this to clarify the matter and consider the next possible steps.

Within the framework of the pre-contractual and contractual relations, the cooperation requires the parties to mutually disclose to each other business and technical information requiring confidentiality, in particular know-how, documents, samples and drawings as well as information on services, processes and production technologies - generally referred to as information - which is not generally accessible.

In order to ensure the confidential treatment of the information obtained in each case - irrespective of the status of the respective contractual relations between the parties - the following is agreed between the parties.

§ 2 Secrecy

- (1) The parties mutually undertake to keep confidential all information concerning the business of the other party or its affiliated companies. They are therefore not entitled to use or exploit in any way whatsoever the information disclosed by the respective other party without prior written consent. This applies in particular to your own property right applications.
- (2) (2) The Parties are obliged to take all appropriate measures to prevent the knowledge and use of the information to be kept secret within the meaning of § 1 by third parties. The parties shall ensure that their employees, if not already done so, shall be contractually bound to secrecy to the extent that they deal with the information to be protected.
- (3) (3) The parties are obliged to inform each other in good time and without being asked of any possible conflicts of interest. Such a conflict of interest shall in particular be deemed to exist in the event of simultaneous participation in a project with the same or similar subject matter. In the event of a conflict of interest, the parties mutually reserve the right to inform any other participants in this project in order to be able to take appropriate measures.
- (4) (4) The obligation of secrecy and the respective prohibition of use and exploitation pursuant to paragraph 1 shall not apply if the information is demonstrably:
 - is the state of the art available to the general public or becomes so without any action by the parties,
 - was already known to the other party or is disclosed by a third party entitled to disclose without an obligation to maintain secrecy or
 - the information is developed by the other party without the intervention of the party interested in maintaining confidentiality and without exploitation or use of the information or knowledge obtained through the business contact
- (5) (5) Paragraph 4 shall not apply to the extent that, in the case of a combination of information or composite information, individual pieces of information or components are deemed to be generally known or in the possession of the other Party, but only to the extent that the specific combination and/or composition of the information and the principle method of operation resulting therefrom are generally known or already in the possession of the other Party.

- 6) If one of the Parties is required by an authority or a court to disclose information of the other Party subject to this Agreement, the Party shall promptly notify the other Party in order to afford the other Party the opportunity to take any legal action at its own expense to avoid or restrict disclosure. If the party called upon to make disclosure is legally obliged to disclose to the authority or court, the party shall be entitled to make the disclosure. The party claimed against shall inform the other party thereof. At the same time, the party against whom a claim is made has the legal obligation to observe the confidentiality interests in favour of the other party to the greatest possible, legally permissible extent.

§ 3 Property rights and inventions

- (1) All rights of the respective party or its affiliated companies associated with the information provided remain unaffected by this agreement. Insofar as information is disclosed which contains protectable rights and/or inventions, the disclosing party reserves all rights, in particular from copyright law and the right to apply for industrial property rights.
- (2) Neither party may derive any ownership, license, reproduction, use or other rights from this Agreement or the provision of information under this Agreement to the other, without prejudice to any pre-existing patents or other proprietary rights. In particular, the disclosure of information under this Agreement shall not create any patent or other prior rights of use for the other party.

§ 4 Return of documents

- (1) The Parties undertake to return all written information, drawings, copies made, samples or otherwise recorded or written information received from the other Party to the other Party upon request.
- (2) The same applies to electronic information with the proviso that the party obliged to return the information is obliged to delete the information as far as this is reasonable. This does not apply to electronic data that is stored for archiving purposes. In this case, the party retaining the data shall take appropriate measures to prevent misuse.

§ 5 Term of this agreement

- (1) This contract is concluded for a period of 10 years.
- (2) During the term of this contract, the contract can be terminated in writing by either party with one month's notice to the end of the month. The right of extraordinary termination remains unaffected.
- (3) If the parties conclude a contract with mutual purchase of services (=main contract), this contract takes part in the fate of the main contract and shares its duration.
- (4) The obligation to maintain secrecy shall remain in force beyond the end of this contract for a further 5 years.

§ 6 Liability and warranty

- (1) The conclusion of this contract does not constitute a claim for the conclusion of a main contract.
- (2) The Parties shall not be liable to each other for the accuracy, completeness, reliability, usefulness and freedom of the information from third party rights in the event of disclosure of information.
- (3) The parties shall equally not be liable to each other for any damage or loss resulting from the use, reliance on or implementation of the information provided by the party disclosing the information, or reliance on the conclusion of any contract.

§ 7 Final provisions

- (1) Changes and amendments to this contract must be made in writing. The same applies to amendments to sentence 1 of this paragraph.
- (2) If one or more provisions of this contract are invalid, this shall not affect the validity of the provisions of this contract not affected by this. The parties undertake to replace an ineffective provision with a legally effective provision that comes as close as possible to the economic purpose of the ineffective provision.
- (3) Should this contract be incomplete, the parties undertake to fill these gaps by regulations which correspond to what the parties would have regulated according to the meaning and purpose of this contract if they had recognised the gap when concluding the contract.

(4) The law of the Federal Republic of Germany shall apply to this contract.

(5) For all disputes arising out of and in connection with this Agreement, the parties agree - to the extent permitted - on the jurisdiction of the Frankfurt-Oder Local Court.

Wendisch Rietz, the _____

Signature HCx

_____, the _____

Signature **Company/Person**

_____, the _____