



ACE GmbH General Non-Disclosure Agreement

§ 1 General

- (1) This General Non-Disclosure Agreement (hereinafter abbreviated to "NDA") applies to ALL preliminary, existing and future commercial negotiations or contractual relationships carried out between "ACE – Advanced Composite Engineering – GmbH" (hereinafter abbreviated to "ACE") and its Business Partners. The scope of this NDA especially applies to contractual relationships with companies (cf. § 310, para 1 of the BGB [German Civil Code]) with which contracts are negotiated or concluded as defined by the "General Terms of Sale" , the "General and Special Terms and Conditions of Purchase" .
- (2) ACE Business Partners must treat confidential, and not disclose, any information provided by ACE which they may have received as a result of, or during, the collaboration of the planned or existing business relationship, any knowledge they may have become aware of or any materials which may have been compiled by ACE (objects of the NDA). This also includes information which was contained by chance within documentation in the domain of authority of ACE, as well as information concerning ACE. Such information is to be kept confidential during and after the completion of negotiations and the termination of the contract and not be disclosed or published for use by third parties. Affiliates of the Parties also constitute third parties. This shall be the case regardless of the medium in which the information is contained and comprises all information, whether verbal, written or electronic.
- (3) The reproduction of such items is only permitted within the framework of operational requirements and the copyright provisions. It is agreed that such reproductions are to be handled to the same extent as the originals. Furthermore, the Business Partner must immediately return the information and documents to us at our request.
- (4) ACE Business Partners are not permitted to exploit confidential information belonging to ACE in any way or to otherwise use it for financial gain. There is consensus that the Business Partner shall by no means acquire the property or other rights of use to the confidential information of ACE on the basis of this Agreement or on the basis of other conclusive conduct.
- (5) This NDA and the obligations arising from it shall apply for the entire duration of the planned or current contractual negotiations and business relationship. In addition to this, it shall continue to apply for five years after termination of the planned or current contractual negotiations and business relationship, unless the Parties agree on any other regulations in a future agreement.

§ 2 Supplementary information

- (1) The ACE Business Partner shall only make the confidential information available to authorised persons within the scope of the planned or existing business relationship if this is necessary. The Business Partner shall also notify all authorised persons, who are involved with the planned or existing business relationship, of this NDA and advise them in particular of the confidentiality obligations, the need to be discrete with information and the legal consequences.
- (2) If, within the framework of the project and with the consent of ACE, a Business Partner should engage or commission third parties, the Business Partner concerned undertakes to oblige these third parties to maintain confidentiality to an extent appropriate for this Agreement. This third party obligation must be evidenced to ACE upon request.

§ 3 Other provisions and exceptions

- (1) If a Business Partner is required to disclose confidential information on the basis of a legal requirement or official order, the Party concerned must inform ACE of the disclosure in writing and take appropriate precautionary measures to minimise the extent to which this information is shared.
- (2) The regulations of the law against unfair competition apply, cf. §§ 17 et seqq. of the German Fair Trade Practices Act (UWG).
- (3) The Business Partner shall be comprehensively liable towards ACE for all damages arising in the event of the culpable infringement of one of the above agreements.
- (4) Examples of information which do not have to be treated as confidential as defined by § 1 of this Agreement typically regard information which, upon receiving the information, the Business Partner can prove, [1] was already known in the public domain, or available for general use, at the time of the disclosure and that this situation was not a direct result of misconduct from the Business Partner, [2] that the Business Partner was not at fault for the disclosure after having received it from ACE, [3] that the Business Partner became aware of the information in a way other than through ACE or its affiliated companies, without any existing confidentiality obligations towards ACE being, either directly or indirectly, violated, and that it was legally permissible to disclose this information and [4] that the Business Partner obtained the information independently and without violating this NDA. The confidentiality of a certain piece of information shall also be excluded in writing or ACE shall expressly renounce its confidentiality in writing.

§ 4 Final provisions

- (1) This Agreement is subject to the law of the Federal Republic of Germany.
- (2) The place of jurisdiction for all disputes arising from this NDA is Ravensburg.
- (3) By prior consultation, the Parties may decide to use the rules of arbitration of the German Institution for Arbitration (DIS) before bringing an action or in the event that an amicable arrangement falls through. The place of arbitration shall be Ravensburg.