

## NONDISCLOSURE AGREEMENT

1. This Nondisclosure Agreement (the Agreement) is entered into by and between

**IoLiTec Ionic Liquids Technologies GmbH**, located at Salzstrasse 184, 74076 Heilbronn, Germany,

and

**NAME OF COMPANY, ADDRESS (REGISTERED SEAT)**

for the purpose of preventing unauthorized disclosure of CONFIDENTIAL INFORMATION as defined below.

2. The parties, hereinafter referred to as PARTNER(S), are interested in exchanging CONFIDENTIAL INFORMATION related to

**PURPOSE**

PARTNERS agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (CONFIDENTIAL INFORMATION).

3. For the purposes of this Agreement, CONFIDENTIAL INFORMATION shall mean all information and materials, whether technical, commercial, financial or otherwise, in written, machine readable, visual or oral form, in drawing or in the form of any physical samples like product specimen or prototypes or in any other form and including any copies thereof, relating to the disclosing PARTNER which from the circumstances in which it is made available to the receiving PARTNER ought to be treated as confidential. Besides, CONFIDENTIAL INFORMATION shall include all trade secrets and confidential information designated as such by the disclosing PARTNER prior or at the time any such trade secret or confidential information is disclosed or made available to the receiving PARTNER in oral, written or any other form.

4. Receiving PARTNERS obligations under this Agreement do not extend to information that is:

- (i) publicly known at the time of disclosure, or subsequently becomes publicly known through no fault of the receiving PARTNER;
- (ii) discovered or created by the receiving PARTNER before disclosure by the disclosing PARTNER;
- (iii) learned by the receiving PARTNER through legitimate means other than from the disclosing PARTNER or disclosing PARTNER's representatives;
- (iv) disclosed by the receiving PARTNER with disclosing PARTNER's prior written consent.

The burden of proof rests with the receiving PARTNER.

5. Unless a PARTNER reasonably believes that a disclosure is required by law (in which case the receiving PARTNER shall immediately inform the disclosing PARTNER in writing thereof and request disclosing PARTNER'S written comments prior to disclosure), the receiving PARTNER shall hold and maintain CONFIDENTIAL INFORMATION in strictest confidence for the sole and exclusive benefit of the disclosing PARTNER. The receiving PARTNER shall carefully restrict access to CONFIDENTIAL INFORMATION to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.
6. The receiving PARTNER may disclose CONFIDENTIAL INFORMATION to affiliated companies (i.e. companies belonging to the same group of companies/combine), but shall not disclose any CONFIDENTIAL INFORMATION to contractors and/or other third parties without the disclosing PARTNER'S prior written consent. Receiving PARTNER shall not, without prior written approval of the disclosing PARTNER, use for receiving PARTNER's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of disclosing PARTNER, any CONFIDENTIAL INFORMATION.
7. Receiving PARTNER shall return to the disclosing PARTNER any and all records, notes, and other written, printed or tangible materials in its possession pertaining to CONFIDENTIAL INFORMATION immediately on written request of disclosing PARTNER. As far as CONFIDENTIAL INFORMATION is stored in data processing machines or on the data carriers thereof, such CONFIDENTIAL INFORMATION must be deleted (in a way as to make recovery impossible) at the disclosing PARTNERS demand and the receiving PARTNER must confirm such deletion in writing.
8. Receiving PARTNER agrees that disclosing PARTNER is and shall remain the exclusive owner of the CONFIDENTIAL INFORMATION and all patent, copyright, trade secrets, trademark or other intellectual property rights therein. No licence or conveyance of any such right is granted under this Agreement.
9. Subject to aforementioned section 5 and 6, this Agreement shall apply to the PARTNERS, their legal successors, assignees, licensees and their affiliated companies; PARTNERS shall inform these persons and/or entities of the rights and obligations arising under this Agreement.
10. This Agreement shall commence upon signature by both PARTNERS and continue for five consecutive years. Each PARTNER shall thereafter have the (unconditional) right of termination. This right may be exercised anytime by written notice, thereby ending the Agreement three months after forwarding the termination notice. This Agreement may also be terminated anytime based on a written termination agreement between both PARTNERS.
11. In each case of termination, receiving PARTNER shall immediately return to the disclosing PARTNER any and all records, notes, and other written, printed or tangible materials in its possession pertaining to CONFIDENTIAL INFORMATION. As far as CONFIDENTIAL INFORMATION is stored in data processing machines or on the data carriers thereof, such CONFIDENTIAL INFORMATION must be deleted (in a way as to make recovery impossible) and the receiving PARTNER must confirm such deletion in writing.

12. The Agreement shall be construed according to the laws of Germany.
13. Should any provision of the Agreement be invalid or unenforceable or should the Agreement contain an omission, the remaining provisions shall be valid. In the place of an invalid provision, PARTNERS shall negotiate in good faith a provision which comes economically closest to the one actually agreed upon; the same shall apply in case of an omission.
14. This text contains the entire Agreement between the PARTNERS and supersedes all prior proposals, agreements and understandings; any changes of the Agreement have to be made in writing.
15. The Agreement has been made in the English language and two copies have been executed.
16. Any notices or communications between the PARTNERS shall be sent to the addresses contained in the beginning of the Agreement. Notices of change of address shall be made in writing.

Place and date: .....

For **IoLiTec Ionic Liquids Technologies GmbH**

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Name (in block letters): .....

Signature .....

Place and date: .....

For **COMPANY**

.....

Name (in block letters): .....

Signature .....