

# Non-Disclosure Agreement

Last update: 20.08.2025

This non-disclosure agreement applies to all negotiations regarding a possible business cooperation of:

**BING Power Systems GmbH**  
Dorfäckerstraße 16  
D-90427 Nuremberg

and

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## 1. Confidential Information

The subject of this Agreement is the confidentiality of proprietary and/or confidential information. The term protected and/or confidential information (hereinafter collectively referred to as "Confidential Information") means all technical and economic information of a Party, in particular: samples, models, drawings, specifications, processes, expertise and IT data relating to the business activities of the Parties and/or technical data made available to the receiving Party by the other Party, directly or indirectly become; other information relating to the business activities and/or technical data of the Parties provided directly or indirectly to the receiving Party in writing, in any other material form or orally; and any other information made available to the receiving party, directly or indirectly, by customers, suppliers and contractors of the other party during the term of this Agreement.

## 2. Duty of confidentiality

Each party undertakes:

1. To keep confidential information strictly confidential as trade or trade secrets.
2. To use confidential information only in the context of cooperation.
3. To keep information received strictly confidential and not to disclose it to third parties without the prior express written consent of the disclosing party.
4. To pass on confidential information within the company only to the extent necessary for cooperation and to the necessary group of persons ("need-to-know principle");
5. to protect the information of the other party with the same care as one's own trade and business secrets, but at least with the prudence of a conscientious businessman.

The duty of confidentiality also applies to affiliated or associated companies of the parties.

## 3. Exceptions to the duty of secrecy

The duty of confidentiality does not apply to information that was in the public domain at the time of disclosure or subsequently became public knowledge through no fault of the receiving party, or:

1. were already known to the receiving party or received from a third party without breach of this or any other non-disclosure agreement, or
2. have been developed by the receiving party independently of disclosure by the disclosing party, or
3. had to be disclosed on the basis of a binding official or court order or a mandatory statutory provision. The party requested to disclose such information shall promptly notify the other party in writing of such request and the manner of the disclosure.

## 4. Data protection

The parties, their employees, legal representatives and/or shareholders are obliged not to process or use personal data of the other party outside the scope of this Agreement. This obligation shall continue for an indefinite period of time even after the termination of the activity under this contract.

Each party also obliges its respective employees to comply with the legal provisions on data protection and to this end takes the necessary technical and organizational protective measures against unauthorized access, unauthorized modification or disclosure.

## 5. Intellectual Property Rights and Liability

The disclosing party does not expressly or implicitly transfer any license or other rights of any kind, including, but not limited to, the right to know-how, to a patent, design or design, copyright or other industrial property rights or other proprietary titles. The disclosure or transmission of confidential information does not constitute a pre-publication and does not constitute a right of prior use for the receiving party within the meaning of the Patent and Design Act. The receiving party is not permitted to apply for its own industrial property rights such as patents, design patents or utility models using the information received, or to use the confidential information in any other way itself or by third parties or to have it used commercially.

## 6. Ownership and Return Obligation

All information disclosed pursuant to this Agreement shall remain the property, possession and control of the disclosing party. The Receiving Party shall return or, to the extent technically feasible, delete and/or destroy all confidential information recorded in writing or otherwise, including copies, duplicates, etc., upon request of the Disclosing Party, but no later than after the expiration of this Agreement. This must be confirmed in writing to the disclosing party. There is no right of retention on the part of the receiving party.

## 7. Breach of duty

In the event of a culpable breach of duty, the injured party must be compensated for all direct and indirect damages.

## 8. Duration of the duty of confidentiality

This Agreement shall be effective upon its signature by both parties (retroactive to the initial exchange of information, if applicable) and shall expire five (5) years after the conclusion of the exchange of information. The duty of confidentiality remains unaffected by this.

## 9. Other

Changes and/or additions to this agreement must be made in writing. This also applies to changes to this written form clause. If any provision of this Agreement is or becomes invalid or this Agreement contains a loophole, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision or loophole with a valid and enforceable provision that comes closest to the economic objective of the parties. This Agreement shall be governed by the laws of the registered office of BING Power Systems GmbH, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to legal transactions under this treaty. The place of jurisdiction is the registered office of BING.

**BING Power Systems GmbH**

.....  
Location / Date

.....  
Signature

**Contracting party**

.....  
Location / Date

.....  
Signature