

Non-disclosure agreement

between the partners of the network „MoBiCluP“ (Molekularbiologie Clusternetzwerk Potsdam)

§ 1 Object of Agreement

- (1)** The contracting parties oblige to use any company secrets or information (see "information" below) made known through the operations of this body only in complete confidentiality and only for the purposes of cooperation, and to, especially, not make any information known or accessible to third parties.
- (2)** Information as mentioned in section 1 clause (1) refers to, regardless of the form (written, spoken, electronically or other forms of transferring information), any research, development, planning, production, blueprint, parts, prototype and calculation data as well as business, technical and financial details, personnel related data and know-how (of the network parties).

§ 2 Employees and subcontractors

- (1)** The contracting parties oblige to bind their employees and any subcontractors in accordance with the guidelines of this agreement.
- (2)** The contracting parties oblige to only share information, as defined in this agreement, as absolutely required for respective cooperation, with employees and subcontractors.
- (3)** Subcontractors agree only to contact other parties after consulting the instructing party. Provided they are not third parties as referred to in paragraph 1 clause (1).

§ 3 Exceptions

The previous agreement does not apply to information, which

- verifiably was previously known by the other party at the time of disclosure;
- at the time of disclosure had been previously been made public by the other party;
- is made public by the other party after the time of disclosure, without the partner of this agreement being responsible;
- is considered general scientific and/or technical knowledge.

§ 4 Property, Publishing

- (1)** The individual parties retain full and complete ownership of any information shared with other contracting parties, regardless of the type and length of cooperation.
- (2)** In the case of cooperation termination between the contracting parties all shared information will be returned upon request.
- (3)** The previous clause (2) shall apply to any and all transcripts, copies and excerpts accordingly.

§ 5 Breach of contract

- (1)** The contracting parties shall be liable to one another for any breach of responsibilities as stated in this agreement and for any damage that results therein.
- (2)** The contracting parties retain their right to prove that damage would have occurred regardless of a breach of responsibilities as stated in clause (1).
- (3)** The contracting parties adhere to, in the case of infringement, pay a breach of contract fine in the amount of EUR 10,000.00 (in words: ten thousand EURO) to

the other party. Damage claims resulting in accordance with clause (1) remain unaffected.

§ 6 Contract period and termination

- (1)** This agreement becomes effective with the signature of the contracting parties. It terminates two years after conclusion of cooperation and/or negotiations regarding a possible cooperation between parties.
- (2)** The right of contracting parties to terminate this contract due to significant reason remains unaffected.
- (3)** In the case of contract termination according to clause (2), clause (1) line 2 remains unaffected.

§ 7 Final provisions

- (1)** Any notifications, assertions and cancellations as well as amendments and terminations of this agreement and this written form requirement must be made in written form.
- (2)** German law shall exclusively apply. The place of jurisdiction is seated at BLE GmbH.
- (3)** Should singular provisions of this agreement be or become ineffective or infeasible it will not affect the effectiveness of the remaining regulations. The contracting parties oblige to fill in any resulting gaps with regulations, which are most representative of the economically desired aim and purpose of the provision.