

Non-Disclosure Agreement (NDA)

I. Preliminary note

In order to protect the Confidential Information defined below, exclusively the following provisions shall apply between the parties to this Agreement.

DS Industries offers its customers services in the field of CNC machining, investment casting, die-casting and sheet metal for all types of steel, aluminum, polymers and other materials on a commercial basis.

For the purpose of placing an Order and the execution of the Order by DS Industries (hereinafter referred to as "Order"), it is necessary that Customer of DS Industries provides the know-how and related business information, and which DS Industries is obliged to keep confidential (hereinafter referred to as "Confidential Information" or "Trade Secrets") in Order to fulfill the purpose of the Contract.

II. Confidential Information

Confidential information includes, in particular, all non-public technical, economic, legal, tax information such as financial ratios, market positioning and product strategy, information about their operational structure, operations, marketing or promotion of products, business matters, the technologies developed by DS Industries Customer and data models related to the services and products of the Customer, information from and related to Orders, such as drawings, illustrations, 3D models, other file attachments, information on selected manufacturing processes, materials, post-processing, precision tolerances, production notes, quantity and price and other information provided by the Customer, including source code, object code, program documentation, data flow diagrams, user documentation and other technical bases, development work, technical designs as well as information on any patents (for which applications are pending) or other industrial property rights of the Customer (such as trademarks, registered designs and utility models), designs, internal company information of the Customer, including such information that is provided to the recipient even without connection to the order, provided that such information is clearly not intended for publication or disclosure. Confidential information also includes the existence and content of this Agreement, any information regarding the completion or realization of the Order, including the fact that discussions regarding the Order are taking place and the content of such discussions.

III. Confidentiality Obligation

1. DS Industries shall treat all Trade Secrets that come to its knowledge indirectly or directly as strictly confidential for an unlimited period of time and shall use them only for use within the scope of and in connection with the Order.
2. DS Industries may disclose the Confidential Information only to those persons who need access to the Confidential Information for the purpose of preparing and performing the Order (hereinafter referred to as "Authorized Persons").
3. DS Industries undertakes to protect the Confidential Information against third parties, in particular against actual and potential competitors, and not to disclose it to third parties without the consent of the Customer.
4. DS Industries shall secure the confidential information against unauthorized access by third parties by taking appropriate confidentiality measures.
5. DS Industries shall notify Customer immediately if DS Industries become aware that Confidential Information has been disclosed in violation of this Agreement.
6. Any public relations communications or other disclosures about the Order by DS Industries shall be permitted only by mutual agreement of the parties, which agreement shall be in writing.

IV. Exceptions to confidentiality

The confidentiality obligation shall not extend to Confidential Information for which one of the following conditions exists:

1. The Confidential Information was in the public domain at the time it was provided, or has become in the public domain after it was provided, without a breach of confidentiality having occurred.
2. The Confidential Information has been lawfully provided to DS Industries by a third party, provided that the third party lawfully came into possession of the information and no breach of confidentiality has occurred as a result of the disclosure.
3. Customer has released the Confidential Information for disclosure in writing or has confirmed the cessation of confidentiality to DS Industries in writing.
4. DS Industries is obliged to disclose the Confidential Information due to legal regulations or official instructions.

In the case of lit. 4) of this provision, DS Industries shall immediately notify Customer of the obligation to disclose - with notification of the Confidential Information concerned - to the extent it is legally entitled to do so, so that Customer has an opportunity to prevent or limit the disclosure by legal means.

V. Breach of Confidentiality

1. The parties acknowledge that a breach of this agreement by the Recipient of information may cause irreparable damage to Customer.
2. If DS Industries or an Authorized Person or other persons for whom the DS Industries is liable pursuant to violates the obligations arising from this agreement, DS Industries shall pay Customer a contractual penalty in an appropriate amount for each breach of obligation. The appropriateness of the contractual penalty may be reviewed by the court of competent jurisdiction in the event of a dispute. The contractual penalty shall be offset against any possible damages.

VI. Duration of Confidentiality, Return of Confidential Information

1. Unless otherwise agreed, the confidentiality obligations pursuant to Section III and the legal consequences of their violation pursuant to Section V of this Agreement shall apply for an unlimited period beyond the end of the Agreement.
2. Upon termination or performance of the Order or upon Customer's request, DS Industries shall return all documents and records, including those stored electronically, including copies and all materials (in any medium) containing or embodying confidential information of the Customer within a reasonable period of time or, at Customer's option, destroy them (i.e., complete and irrevocable copies of all documents and records, including copies and all materials (in any medium) containing or embodying confidential information within a reasonable period of time or, at Customer's option, destroy them. i.e., complete and irrevocable deletion in accordance with the state of the art so that it can no longer be accessed), unless otherwise contractually agreed or legal retention obligations apply. DS Industries shall immediately delete all content or copies that cannot be released, for example on internal data storage devices, and provide Customer with proof of the deletion upon request.