

## NON-DISCLOSURE AGREEMENT

(hereinafter referred to as "Receiving Party")

and

### **SINTEC UK LIMITED**

Unit 23, Metro Centre,  
Britannia way, Park Royal,  
London, NW10 7PA,  
United Kingdom

(hereinafter referred to as the "SINTEC")

wish to strengthen their existing business relationship on future projects and tenders.

In order to conduct this business relationship, SINTEC must provide the Receiving Party with commercial and/or technical information, specifically proprietary and confidential information, software, documentation, drawings, plans and/or objects or any other project/end user related information. To avoid any potential abuse of the information obtained, the Receiving Party hereby gives SINTEC an irrevocable undertaking as follows; and SINTEC hereby accepts said undertaking:

#### **1. Definition**

Information within the meaning of this Agreement shall include any and all technical and commercial information, specifically drawings, plans, specifications, methods, formulae, designs, documentation, calculations, market and customer data as well as materials and other objects which are disclosed by SINTEC directly or indirectly in connection with initiating or conducting the business relationship described in the Preamble, be it in oral, visual, or written form or via data storage media or in any other way, shape or form.

#### **2. Duty of confidentiality**

The Receiving Party shall treat as strictly confidential any and all information disclosed to it by SINTEC and shall not disclose said information to third parties or use it for its own business purposes or for other customers without the prior written consent of SINTEC. The Receiving Party shall use the information only for SINTEC's specified or authorized purposes in each case.

#### **3. Disclosure of information to employees**

The Receiving Party will disclose information it receives from SINTEC only to selected members of its staff and only to the extent absolutely necessary for SINTEC's specified or authorized purposes in each case. To the extent permitted by law, the Receiving Party shall ensure that said employees are bound to a duty of confidentiality for the term of their respective employment relationship in accordance with the terms and conditions of this Agreement and that such duty of confidentiality shall survive the termination/expiration of the respective employment relationship.

#### **4. Exceptions to the duty of confidentiality**

The duty of confidentiality shall not apply if and to the extent the Receiving Party can show that the relevant information was already in the public domain at the time it was disclosed by SINTEC;

that it entered the public domain after SINTEC had disclosed it through no fault of the Receiving Party; or that after having been disclosed to the Receiving Party it was lawfully published by third parties without any restrictions regarding confidentiality or use.

The burden of proof for the application of any of the aforementioned exceptions shall lie with the Receiving Party to the extent it invokes them.

## **5. Proprietary information, reproductions**

- 5.1 All information disclosed by SINTEC shall remain the property of SINTEC. The Receiving Party shall return information provided to it any time upon request and, at SINTEC's option, promptly return it to SINTEC once and for all at no charge, or destroy it without retaining any copies or records thereof.
- 5.2 No reproductions may be made of the information disclosed by SINTEC. SINTEC will consider the possibility of granting prior, express, written consent to reproduce information in exceptional cases only and subject to revocation at any time. At SINTEC's request, the Receiving Party shall return or destroy any reproductions as stipulated in 5.1.
- 5.3 The Receiving Party shall return to SINTEC any and all information disclosed by SINTEC as well as any copies thereof automatically upon termination/expiration of the business relationship.

## **6. Term and validity period**

This Non-Disclosure Agreement shall apply for a period of three (3) years from the date on which it is signed by both Parties; thereafter it will renew for a term of two (2) years, unless terminated in writing by one of the Parties eighteen (18) months prior to the respective expiration date. The duties of confidentiality hereunder shall survive the termination/expiration of this Non-Disclosure Agreement for a period of three (3) years.

## **7. Reservation of patent rights**

Should information directly or indirectly associated with initiating or conducting the business relationship described in the Preamble be disclosed by SINTEC and should that information contain patentable inventions, SINTEC hereby reserves all rights, specifically the right to submit applications for patents and/or design patents and its rights in the event any patents are granted under Section 7 of the Patent Act 1977 (as amended).

## **8. Patentable findings**

Should new, patentable findings be made directly or indirectly in connection with the disclosure of information described in the Preamble, SINTEC shall have the sole and exclusive right to apply for patent protection of such findings and to commercially exploit them.

The Receiving Party hereby waives the assertion of any rights based on prior use against patents filed for such findings. By the same token, SINTEC undertakes that it will not assert its patent rights arising under any such patent applications against the Receiving Party, provided the Receiving Party uses them outside the following fields of technology: paint and plant systems, automotive, automobile and aircraft production, energy and environmental systems, wood processing. The terms of this section shall survive the term of this Agreement.

## **9. Indemnity**

The Receiving Party shall indemnify and keep fully indemnified SINTEC at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the SINTEC

arising from any breach of this agreement by the Receiving Party and from the actions or omissions of any representative.

**10. Governing law, arbitration**

10.1 The Receiving Party agrees that this Non-Disclosure Agreement shall be governed solely and exclusively by the laws of England and Wales, excluding all conflicts of law rules and the provisions of the United Nations Convention on the International Sale of Goods (CISG).

10.2 The Receiving Party agrees that all disputes arising in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the London Court of International Arbitration (LCIA) without recourse to the ordinary courts of law. The place of arbitration is London. The number of arbitrators is three. The language of the arbitral proceedings is English.

**11. Severability**

Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions thereof. In such case, SINTEC may replace the invalid provision with a valid provision that most closely reflects the economic intent of the originally planned provision.

**12. Writing requirement**

Any amendments or supplements to this Agreement must be executed in writing.

**13. Miscellaneous**

The Parties shall stipulate the nature and scope of any potential cooperation by separate agreement. No rights exist to the execution of any cooperation agreement.

The obligations under this Non-Disclosure Agreement shall apply whether or not the Parties enter into any cooperation agreement.

**SINTEC UK LTD**

Unit 23, Metro Centre,  
Britannia way, Park Royal,  
London, NW10 7PA,  
United Kingdom

Date:

Date:

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Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
First Name / Last Name

\_\_\_\_\_  
First Name / Last Name