

Dear applicant, dear partner,

we are getting very probably the first time in contact. Since we had already issues with NDAs and with direct customer acquisitions of applicants and partners, we need in front of starting a new partnership the signed contract.

Instructions and what have you to do:

1. Please read this document carefully.
2. fill out this document with Acrobat Reader and computer characters:
your full address on page 2 above (**shortcut in this contract - SUPPLIER**)
your name on page 4 below **SUPPLIER** in the box below the dotted line
3. print now the document to a physical paper (all pages from page 1/4 to 4/4)
4. now add on page 4 handwritten the current date (on the paper, not digitally)
5. on page 4 sign handwritten the contract (on the paper, not digitally)
6. scan all paper pages with your scanner into one PDF file
7. ensure you deliver the NDA as one file (PDF)
8. provide us the scanned PDF

Hints and FAQ:

- the areas there you can enter details are form fields, so you can easily edit them in Acrobat Reader®. If it is not editable, download it e.g. in My Documents folder and open it manually with Windows Explorer or any other Filemanager.
- The form fields are showing cryptic characters. This is usually the case, if your Acrobat Reader® is outdated. Please update to latest version and retry.
- You do not have a printer? In this case ask you neighbor, friend, or go to a copy shop
- You do not have a scanner? In this case install the CamScanner app from Apple AppStore or Google PlayStore, or ask your neighbor, friend or go to a copy shop

Steps which follow into a direct rejection of the contract:

- you have skipped any step of the instructions
- you haven't printed and scanned the hand signed document
- you try to trick us with a font, which looks like hand written
- you use images to simulate the hand written doc

Why? Because of law regulations in the EU. We may also ask you to send us a signed copy of the paper document via snail mail to our office. So this means we need the valid paper variant, which needs to be shared.

Final words

We hope, that we never need this document. This means, you are in control of your own behavior and what you do to never go against this agreement.

Best wishes,
Your Xenovation Team

AGREEMENT for CUSTOMER-PROTECTION and NONDISCLOSURE AGREEMENT

between

XENOVATION
Zettachring 12a
70567 Stuttgart
Germany

(shortcut in this contract - XENOVATION)

and

<input type="text"/>	(company or Individual)
<input type="text"/>	(your full company name)
<input type="text"/>	(your full name surname, given name)
<input type="text"/>	(address line 1, e.g. street)
<input type="text"/>	(address line 2)
<input type="text"/>	(address zip and city)
<input type="text"/>	(address additional details)
<input type="text"/>	(country)

(shortcut in this contract - SUPPLIER)

The SUPPLIER will not deliver, contact, make acquisition etc. directly or through third parties concerning the clients of XENOVATION. The SUPPLIER will keep in secret all information about business to XENOVATION and will not give any information about the business with XENOVATION special about prices, conditions or technical information, to any third party without written agreement of XENOVATION.

This agreement concerns all clients of XENOVATION, in particular that ones, which the SUPPLIER get known from meetings, drawings, other paperwork, verbal discussions etc.

The SUPPLIER is not allowed, to deliver products or similar ones, which has been delivered to XENOVATION to third parties nor provide them references to work or any deliveries including weblinks.

If this agreement is not adhered, the SUPPLIER is liable for all damages of XENOVATION. As minimum amount is agreed the turnover of the last 36 months between XENOVATION and his client. At least the amount of 30.000 USD (in words thirty thousand USD) is contracted. In case, that there are involved single products, the turnover of these products is also agreed.

If the SUPPLIER gets knowledge of a client of XENOVATION in another way, e.g. Documents, drawings, delivery-papers, invoices, verbal or any other way, this agreement is valid. In case, that the SUPPLIER doesn't agree with a client, he must convince this with XENOVATION latest 1 week after get this knowledge. In this case, this agreement is only valid for products which has been not delivered until this date of getting the knowledge.

Any change or the cancellation of a client is possible only in written form.

The SUPPLIER will keep all paperwork, documents (e.g. Drawings, data-sheets, invoices etc.) along with all online reference (e.g. website, links, e-mails) in a way, that no third party has a possibility to see, take or get knowledge of the content of it. All paperwork, documents and online references will be kept in a way, that only the employees of the SUPPLIER, which are directly involved in the project has a possibility to take a look on it. With all the employees the SUPPLIER has to have a nondisclosure agreement like this. (which are able to take a look on the papers or documents). If this agreement is not kept, the SUPPLIER is obliged to pay for each case an amount of minimum 8.000 USD (in words eight thousand USD). If XENOVATION has a bigger damage, the SUPPLIER will in any case pay this higher damage to XENOVATION. (In particular penalties against clients (of XENOVATION))

Both partners are obliged to make agreements like this with their employees, subcontractors or any third party, which could get information concerning the business between the SUPPLIER and XENOVATION. This is valid also if this is not mentioned in the agreement to be allowed to give information or documents to third parties in the future. In any way is a written confirmation necessary.

In any case the SUPPLIER will reimburse XENOVATION in case of not keeping any of the points of this agreement or the whole contract and will pay any damage which comes up due to not keeping this contract.

A written confirmation to give information or papers, docs etc. to a third party is only valid for persons or companies named with name and contact datas in written form. Also for single products they must be mentioned in written form. Never it can be a general permission.

All matters concerning this agreement have to be solved by German law and with the jurisdiction of the address of XENOVATION.

date:

XENOVATION

SUPPLIER



Palic, Darko

Stefan Andjelkovic

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