

Non Disclosure Agreement
For team members of TechLabs Aachen e.V.

Between

Hachem Sfar

And

TechLabs Aachen e.V.

- Called "association" in the following -

Preliminary Note

Team members of the management team of TechLabs Aachen e.V. engage in the teaching of state-of-the-art skills on a voluntary basis. In order to protect association-related, personal and other information and for the purpose of the protection of the association's trade secrets the parties agree on the following:

§ 1 Definitions

Confidential information in terms of this Agreement shall mean all economic, technical and other data, communications, documents and the like, including without limitation, textual, tabular, graphic, photographic, technical, electronic, oral and other records and communications, to the extent that they

- relate in any way to the association's business partners
- otherwise contain personal data,

as well as all non-public information concerning the association itself, such as its accounting, strategic plans, legal disputes or the like. **Third parties** in terms of this Agreement are other institutions or parties, authorities and other third parties, who are not identical with the association. Third parties also include relatives of the parties.

With regard to a specific confidential information, a third party within the meaning of this Agreement is not the natural or legal person or association of persons with whom the association has a direct business relationship, if and to the extent that the confidential information is related to this business relationship and is confidential information exclusively in relation to this business relationship.

§ 2 Scope of Confidentiality and Disclosure

The team member is aware that due to his/her voluntary activity he/she has gained and/or will gain knowledge of confidential information. The team member agrees not to disclose any confidential information to third parties unless the association has given its prior written consent to the disclosure or explicitly orders the disclosure of confidential information in writing within the scope of the business relationship, or insofar as there is a legal obligation to disclose such information to third parties.

A disclosure in the above sense occurs if confidential information becomes accessible to third parties and the team member is responsible for this. A disclosure does not occur if confidential information becomes public or known to third parties after the signing of this Agreement without the team member being responsible for this. A disclosure also exists if confidential information is not adequately protected from disclosure to third parties.

All confidential information may only be used for the purposes of processing the business relationship in the context of which it became known to the team member, but not for the purposes of third parties or the team member himself/herself.

If the team member is obliged to pass on confidential information to third parties due to judicial or legal regulations, the team member must immediately notify the association of this obligation in writing as soon as he/she himself/herself becomes aware of this obligation.

§ 3 Continued Validity after Termination of the Voluntary Engagement

This Agreement shall continue to apply after termination of the voluntary work.

§ 4 Final Provisions

Rights and obligations arising from this Agreement are not transferable to third parties.

Should any provision of this Agreement be or become invalid, unenforceable or void, the validity of the remaining provisions shall not be affected. The parties obligate themselves to replace the invalid, unenforceable or void provision with a valid and enforceable provision that comes closest to what the parties would have validly agreed at the time of this Agreement if they had known of the invalidity, unenforceability or nullity. The same applies to any omission in this Agreement.

All amendments and supplements to this Agreement, including this clause, must be made in writing. The requirement of the written form can only be waived in writing.

This contract is subject exclusively to German law. The German Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

__Passau, 26.05__

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