

## Terms of use of the Dürr Dental innovation platform

I wish to submit a recommendation via the Open Innovation Platform to Dürr Dental SE and their companies in the sense of § 15 AktG (German Stock Corporation Act) (collectively referred to in the following: Dürr) concerning an improvement of Dürr products or the development of new products which are of a technical, marketable or other nature (hereinafter referred to collectively as: Recommendation). I am aware that the communication of such a recommendation does not, under any circumstance, form a contractual or quasi-contractual relationship and the transmission is not confidential. I declare my agreement that the transmission of my recommendation is in line with the conditions given below:

### **1. No confidentiality:**

My recommendation only contains non-confidential information. All information made accessible to Dürr in this recommendation shall be regarded as public information.

### **2. No confidentiality obligation of Dürr without written agreement:**

Should Dürr be interested in a closer consideration in my recommendation, a Dürr employee may contact me under the e-mail address specified by me. All information that I disclose in further such discussions is also non-confidential. Should Dürr and I see the need to discuss information of a confidential nature in the future, we shall make a written confidentiality agreement. I am aware that Dürr shall only receive information as confidential if and when a written confidentiality agreement has been agreed and signed by myself and an authorised signatory of Dürr before I provide confidential information to Dürr.

### **3. No declaration obligation by Dürr:**

Dürr is not obliged to respond to my recommendation or to explain to me whether and for what reasons it will be further pursued or not by Dürr. It is at the sole discretion of Dürr to inform me accordingly. Under no circumstance is Dürr liable for the use of such a message by me. I irrevocably indemnify Dürr against any and all claims that may arise due to the use of such a message by me.

### **4. Property rights:**

I am aware that I have been instructed about a property right for the protection of the information contained in my recommendation which was registered at Dürr prior to communication of the recommendation (patent application, trade mark application, use or design application) or that was previously obtained (copyright). Any protection of the information contained in my recommendation is limited to the protective scope of these rights. I am aware that I must secure appropriate legal protection (through a patent application, for example) before I disclose my ideas to anyone (be it Dürr or any other third party) on a non-confidential basis, and otherwise run the risk of forfeiting the possibility of obtaining legal protection in accordance with the applicable law.

## **5. No granting of rights in favour of Dürr:**

I in no way grant any protection rights to Dürr through the transmission of my recommendation. I am, however, aware that any aspect contained in my recommendation that is not protected by a legally valid, implementable protective right or a formal, written contract, can be used by anyone, including Dürr, for commercial purposes and exploited.

## **6. No return shipment/duty of Dürr:**

I agree that Dürr is not duty-bound to return any materials (e.g. drawings, photographs or prototype drawings) which my recommendation contains.

## **7. Majority:**

I understand that Dürr is only interested in persons of legal majority (18 years and older). I confirm that I am of legal age.

## **8. Copyright:**

I confirm that I am the originator of the recommendation or an authorised agent of the originator.

## **9. No other explicit agreements:**

I am aware and I agree that, with regard to my recommendation, no other agreements are in existence and no existing agreements are applicable to my recommendation. Any addition or modification of these conditions requires an agreement between myself and Dürr in written form.

## **10. Applicable law:**

The website from which this document has been loaded, these terms of use and any recommendation that I submit via this platform are subject to the substantive law of the Federal Republic of Germany.

## **11. Subsequent recommendations:**

Each of the above stipulations apply to both my recommendation and to information that I subsequently communicate in writing or verbally to Dürr unless a written, contrary agreement has been agreed beforehand between me and an authorised representative of Dürr.