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FOR INVENTORS, EMPLOYERS AND PATENT DEPARTMENTS

Confidentiality commitment

> **This is a convenience translation. Only the German version is legally binding.** Deutsche Fassung

Wagner Engineering GmbH commits to confidentiality toward everyone who uses ErfinderWerk. This commitment does not create any obligations for you.

It is a document you can pass on: to your employer, your patent department or your patent attorney.

The current version at https://www.erfinder-werk.de/en/vertraulichkeitszusage/ is authoritative. This document is a printout of it.

1. Who gives this commitment

Wagner Engineering GmbH, Hindenburgstr. 10a, 42853 Remscheid, Germany, registered with the Amtsgericht Wuppertal (Local Court of Wuppertal) under HRB 37104, represented by its Managing Director Martin Wagner (“we”). The commitment applies to every person and every company that uses ErfinderWerk (“you”).

2. What we treat as confidential

Everything you make available to us in connection with ErfinderWerk: inventions, documents, sketches, notes, files and any information about your technical or business circumstances. It does not matter whether something is marked as confidential.

We do not pass this information on to third parties. The only exceptions are the service providers listed in the annex, which are required to operate the application and are themselves contractually bound to confidentiality.

Within our company, only the people who need access for operation or support receive it. We look into your content only if you ask us to or if it is unavoidable to fix a fault. We log such access and disclose it to you on request.

We acquire no rights to your content. We do not use it for our own purposes, develop nothing from it and show it to no one as an example.

3. Why this matters to you

An invention that becomes publicly available before filing is no longer new and therefore no longer patentable. What is disclosed under a duty of confidentiality is not considered publicly available. This commitment is therefore the basis for you being able to show us your invention without jeopardizing its patentability.

4. Limits of confidentiality

Information is not confidential if it is already publicly known or becomes so without a breach of this commitment, if it was already known to us or is lawfully made available to us by a third party, or if we developed it independently and without recourse to your information.

If we have to disclose information because of a statutory obligation or an order of an authority or court, we will inform you of this to the extent permitted.

5. Duration

The duty of confidentiality does not end when the use ends. It continues for five years after the end of use. For information that is a trade secret within the meaning of the Geschäftsgeheimnisgesetz (German Trade Secrets Act), it applies for as long as the information retains this status.

6. Signed and negotiated versions

This commitment applies without a signature. If you or your employer need a copy signed by us, we will provide it. A mutual non-disclosure agreement with its own clauses is agreed as part of team and enterprise contracts. Write to info@erfinder-werk.de.

Annex: Service providers that process your content

SERVICE PROVIDER	TASK	LOCATION	CONFIDENTIALITY
Microsoft Ireland Operations Ltd., Dublin	Operation of the application, database, file storage and backups (Microsoft Azure)	European Union	Data processing agreement; files and backups encrypted
Anthropic PBC, San Francisco	Language model for the AI functions, only if you use them; names, company and contact details are replaced beforehand	United States	By contract, no training on your content; inputs and outputs are generally deleted within 30 days, kept up to two years if its safety systems flag a call; standard contractual clauses of the European Commission

You can switch off the AI functions. Then your content does not leave our systems. The information on the language model was checked against the provider's terms on September 11, 2026.

Place, date

Wagner Engineering GmbH, Managing Director
Martin Wagner

Status: October 12, 2026. Identical in content to section 8 of the terms of participation.