

## Confidentiality Agreement

between

**sudhoff technik GmbH**

August-Nagel-Strasse 1  
89079 Ulm-Einsingen  
Deutschland

and

**Company XY**

Street xy  
Place  
Country

- hereinafter referred to as „Contracting Parties“ –

hereby agree as follows:

1. The Contracting Parties mutually agree that all information, especially technical and economic information and intentions, experience, knowledge, structures and documentations, whether in oral or written format or information in form of product or material samples which is disclosed to them by the other Contracting Party or its related companies in accordance with § 15 AktG ( "German Companies Act" ), or information which they receive from the other Contracting Party or otherwise (hereinafter referred to as "Confidential Information") under this Agreement will be treated as strictly confidential. The Contracting Parties agree not to disclose any Confidential Information to third Parties, to protect the Confidential Information against unauthorised disclosure and unauthorised use by others and to use the Confidential Information solely for business purposes between the Contracting Parties. However the Contracting Parties are allowed to disclose the information to affiliated companies as necessary for cooperation in accordance with § 15 AktG ( "German Companies Act" ), provided that these companies agree to treat the information as strictly confidential and to protect the information against unauthorised disclosure and unauthorised use by others.

2. This confidentiality obligation shall not apply for a Party as to Confidential Information,
  - which was already known to it or in its possession at the conclusion of this present Agreement;
  - which was provably legally received from a third party without any confidentiality obligation;
  - which are in the public domain or enter into the public domain without offense against the obligations contained in this Agreement;
  - which it has provably developed in the frame of its own independent development;
  - as to which disclosure the other Party has given its written approval;
  - which has to be disclosed by law or by order of authorities or courts.

The Contracting Party who refers to the existence of the foregoing exemptions bears the burden of proof.

3. All samples of products or material which are passed from one Contracting Party to the other Contracting Party for business purposes between the two Parties are considered as Confidential Information of the disclosing Party. If such samples are exchanged between the Contracting Parties, the receiving Party agrees not to analyse or disassemble the samples or hardware in order to investigate their nature, production method and construction.
4. The Parties shall disclose Confidential Information only to such employees who need such Confidential Information for the execution of the cooperation, shall impose on these the same obligations as the Parties have assumed afore mentioned themselves, as far as legally possible even for the time after the termination of their employment, and shall appropriately take care for their observance.
5. The Contracting Parties will exercise the same degree of care to the Confidential Information as it normally takes to protect their own trade secrets.
6. The disclosure of possible patentable results is subject to sole property of trademark, patent and proprietary rights of the Contracting Parties at any later time.
7. This Agreement shall be effective on **DD/MM/YYYY** and shall thereafter continue for X years, the confidentiality obligations with respect to information which have been disclosed under this Agreement shall terminate in 5 years after expiration of the Agreement.

8. Unless otherwise agreed between the Contracting Parties, the receiving Party must – upon the request of the disclosing Party and mandatory within 30 days from expiration of the Confidentiality Agreement according to number 7, at the option of the disclosing Party and at the expense of the receiving Party - promptly

- destroy all of the Confidential Information received to the extent it is in the possession and under control of the receiving Party including information recorded electronically including all copies thereof and all samples of products and material which have been put at its disposal by the disclosing Party, and confirm in writing the destruction; or
- return all foregoing mentioned information to the disclosing Party.

9. This Agreement is solely subject to the law of the Federal Republic of Germany.

10. The Contracting Parties understand and agree that the one who violates trade secrets will be held liable for compensation of damages incurred in accordance with § 19 UWG and §§ 17, 18 UWG ( "German Unfair Competition Act" ) can also be applied.

11. All disputes arising in connection with this Agreement or its validity will be finally decided in accordance with the arbitration rules of the International Chamber of Commerce by a panel of three arbitrators appointed under these rules to the exclusion of proceedings before the ordinary courts of justice.

The chairman of the arbitral tribunal shall have the qualification to become a judge. Place of arbitration is Ulm. The language of the proceedings is German.

In cases of doubt, the German version of the present Confidentiality Agreement shall be decisive.

Ulm,

.....  
sudhoff technik GmbH

.....  
sudhoff technik GmbH

\_\_\_\_\_ , \_\_\_\_\_

.....  
Contractor

.....  
Contractor