

Confidentiality Agreement

between

sudhoff technik GmbH
August-Nagel-Strasse 1
89079 Ulm-Eisingen
Deutschland

and

Company XY
Street xy
Place
Country

- hereinafter referred to as „Contracting Parties“ –

hereby agree as follows:

1. a) 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.
- b) Provided it is required of the contract partners as part of the cooperation not to pass confidential information on to associated companies as well as third parties (e.g. in the course of collecting offers or for commissioning), this is permitted. These third parties must therefore also maintain confidentiality accordingly.

2. This confidentiality obligation shall not apply with regard to such confidential information,
- which was already known or held by the recipient of the information when the contract was concluded;
 - which the recipient receives lawfully from third parties, without imposition of a confidentiality obligation;
 - which is generally known, or generally known without contravening the obligations included in this contract;
 - which the recipient is proven to have developed in the context of their own independent developments;
 - provided the recipient has disclosure of written approval from the other contract partner;
 - provided this disclosed based on laws or official or legal orders.

The contract partner who is appointed according to one of the exceptions mentioned above, carries the burden of proof here.

In the event of legal obligations to disclose confidential information or in the event of legal or official arrangements, the recipient is obliged to inform the other contract partner immediately as far as possible, or at least about the disclosure, prior to disclosure, if possible.

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 contract partners will deploy the consideration of a responsible agent in the confidential handling of information, or at least the same degree of care as in the handling of 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. Through this agreement and the transfer of confidential information, no ownership, usage, licence and other rights are accorded to the other contract party.

7. This Agreement shall be effective on dd.mm.yyy and has an initial period of validity of 5 years. The Agreement will prolong automatically thereafter for an unlimited period as long as this Agreement will not be cancelled in written form by one of the Contracting Parties with a notice period of 6 month. 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. All disputes arising in connection with this contract or its validity, will be decided exclusively by the effective courts in Ulm.

Ulm,

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sudhoff technik GmbH

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sudhoff technik GmbH

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Contractor

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Contractor