Non-disclosure agreement

between

GAUDLITZ PLASTIC TECHNOLOGIES GmbH & Co. KG

Callenberger Str. 42, D-96450 Coburg

-hereinafter referred to as **GAUDLITZ** –

and

Company: _____

Adress: _____

  - hereinafter referred to as **Contract partner**

  - hereinafter both together referred to as contracting parties

§ 1 Subject matter of the confidentiality obligation

(1) The contracting parties intend to cooperate with regard to
Description/ Project:
or have already started working together. This involves an exchange of information.

(2) With this agreement , GAUDLITZ and the partner protect the information that has already been and/or will be passed on within the scope of this cooperation.

§ 2 Confidential Information

(1) Information within the meaning of this agreement is all information of a technical, scientific, financial or commercial nature concerning knowledge, skills, experience, development services, research results, manufacturing processes, designs, materials, analog or digital tools, business and trade secrets as well as inventions or other intellectual property (irrespective of their protectability) of the contracting parties. This shall apply irrespective of whether in oral, written, visual or other form in which the contracting parties or a company affiliated with GAUDLITZ make them directly or indirectly accessible in oral, written, visual or other form.

(2) All information exchanged in connection with the project described in § 1, in whatever form, whether written, electronic, verbal or in any other way, shall be treated as confidential, unless information is expressly marked as non-confidential. In the case of development projects, this agreement also applies to all information relating to the production of an object in connection with these development services.

(3) Confidential information includes the fact that the parties are conducting contractual negotiations with each other or are in a business relationship. The existence and content of this agreement are also confidential.

(4) Information shall be deemed not to be confidential if the party against whom a breach of this confidentiality agreement is asserted (hereinafter: the accused party) can prove that

  • the information in question is generally known and accessible to third parties without this being due to a breach of this agreement by the accused party, or

- the information was already available to the accused party at the time of the transfer from its own development work or as a result of its own activities, or
- the information in question was communicated to the accused party lawfully, without breach of the provisions of this agreement and/or without corresponding restrictions on use, or
- the transmitted information corresponds to the state of the art or can be derived directly from the state of the art, or
- the asserting party has consented to the disclosure in writing.

§ 3 Protection of information

(1) If a partner receives confidential information, it is obliged to treat the confidential information confidentially for an unlimited period of time from the time of receipt of the information and

- to use them exclusively for the purposes provided for in this agreement, unless the notifying partner expressly agrees in writing in advance to any further use, and
- to reproduce them only to the extent necessary for the fulfillment of the purpose of the contract or to put them in writing.

(2) The contracting parties undertake not to reproduce or disseminate this confidential information themselves or through other persons, to disclose it to third parties in any other way or to use it for other purposes. This shall not apply if the prior written consent of the other party is obtained or if the reproduction of information in electronic form for the creation of backup copies is concerned.

(3) The receiving partner shall protect and safeguard the confidential information with the necessary care. The receiving partner shall protect the confidential information with the same care with which it protects its own comparable information. Information shall be stored and secured in such a way that misuse and unauthorized access are excluded.

(4) The receiving partner shall inform the transferring partner immediately and in writing if it has knowledge or suspicion of an imminent or actual breach of the confidentiality interests of the transferring partner. The confidentiality interests of the transferring contractual partner are protected vis-à-vis anyone.

(5) The parties undertake to make the confidential information accessible only to their own personnel who are involved in processing the purposes stipulated in this agreement. The personnel shall be bound in writing to the provisions of this agreement - even after the termination of the employment relationship.

(6) Confidential information may not be passed on to third parties. Third parties are also companies affiliated with GAUDLITZ. Third parties within the meaning of this agreement are companies not affiliated with GAUDLITZ. The parties may only forward confidential information to third parties with the prior written consent of the other party. The lawful forwarding to third parties presupposes that the forwarding partner succeeds in imposing the obligations arising from this agreement on the third party.

(7) This does not apply to the disclosure to third parties if a partner is obliged to disclose the information on the basis of a court order, the order of an authority or by law. The receiving partner shall inform the providing partner immediately and in advance of any such disclosure of information.

(8) Confidential information may not be used by the Partner or by companies affiliated with the Partner for business purposes that compete with the activities of GAUDLITZ or a company affiliated with GAUDLITZ.

§ 4 Duration oft he confidentiality obligation

(1) This non-disclosure agreement shall enter into force upon signature by the parties.

(2) The obligation to maintain confidentiality under this agreement shall apply not only during the cooperation for the purpose specified in § 1 of this agreement, but also indefinitely after its termination. This does not apply to the extent that the information is obviously no longer subject to confidentiality interests for both contracting parties.

(3) Nowithstanding § 4 para. 2, the obligation to maintain confidentiality shall end at the earliest 7 years after the end of the cooperation between the contracting parties.

§ 5 Return of information

(1) The parties are obliged to return all information received to the other party within ten days of a written request by the other party, but at the latest immediately after termination of the business relationship. Summaries, records, transcripts, recordings or the like must also be returned. The partner shall confirm within 14 days of return that all information carriers received have been returned and that no summaries, recordings, transcripts, recordings or the like have been retained. However, the services and results provided by the Partner for GAUDLITZ shall remain with GAUDLITZ. Excluded from the obligation to delete/remove is information only due to the fact that it is stored within the framework of an automated data backup system with which regular backup copies are made for a large number of data in which deletion/destruction of information is standardized. When setting up and operating such data backup systems, the parties are obliged to ensure state-of-the-art protection against access by third parties to information that is the subject of this contract.

(2) Furthermore, information and/or copies thereof are exempt from the obligation to delete/remove if and to the extent that they must be retained by the receiving partner or by a recipient authorized by this partner in accordance with mandatory law.

(3) Insofar as information concerns IT systems which exclusively fulfill a defined task in a component and thus create an inseparable connection between software and hardware (embedded system), GAUDLITZ shall not be obliged to return the information.

§ 6 Contractual penality

A partner who breaches obligations in accordance with § 3 of this agreement (debtor) shall pay the other partner (creditor) a contractual penalty for each breach of duty, waiving the defense of continuation. The contractual penalty applies to the scope of the breached obligation, the disadvantage suffered by the creditor (including immaterial disadvantage) and the degree of the breach of obligation and the fault of the debtor. If the parties do not agree on the amount of the penalty, a judge of the Bamberg Higher Regional Court appointed by the President of the Bamberg Higher Regional Court shall make a binding decision on the amount as an arbitrator after hearing the contracting parties (even if only in writing).

§ 7 Jurisdiction and applicable law

(1) This contract and its performance shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

(2) The parties parties agree that Coburg shall be the exclusive place of jurisdiction for disputes arising from this agreement.

§ 8 Final provisions

(1) There are no ancillary agreements to this confidentiality agreement. Amendments and additions to this agreement must be made in writing and are only effective after a legally binding signature by the parties. This formal requirement can only be waived by written agreement.

(2) If any of the above clauses or parts of these clauses are invalid, the remainder of the agreement shall remain valid and the invalid provision shall be replaced either by the statutory provision or, in the absence of such a provision, by a provision which the parties would have made in good faith if they had been aware of the invalidity.

Coburg, den   Ort, Datum

GAUDLITZ PLASTIC TECHNOLOGIES

GmbH & Co. KG   **Firma**

Unterschrift / Firmenstempel   Unterschrift / Firmenstempel

Name in Druckbuchstaben   Name in Druckbuchstaben