

**NON-DISCLOSURE AGREEMENT**

between

**Paul Brüser GmbH  
Hollenbocker Strasse 58-60  
57413 Finnentrop-Heggen**

**and**

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.....  
.....

**(hereinafter referred to as “Contracting Parties” or “Partners”)**

**Preamble:**

In order to initiate and engage in business relationships, it is necessary to exchange commercial and/or technical knowledge, data in electronic form, samples, plans, prototypes, documents, devices, drawings and other project-related information that contains details and relationships that do not belong to the state of the art, including inventions that are eligible for protection as well as information not accessible to the public, regardless of whether or not these are designated as confidential or secret. In order to prevent misuse of the information obtained and to prevent both Contracting Parties from suffering disadvantages, both Partners undertake as follows:

**1. Confidentiality obligation:**

The Partners undertake that all technical and commercial information provided within the framework of the cooperation, such as drawings, process know-how, materials, samples, equipment, devices, technical processes, etc., whether transmitted in written, electronically stored or oral form, are entrusted within the meaning of § 18 UWG (Unfair Competition Act) and

may only be used within the framework of the cooperation. This duty of confidentiality also affects all copies or other reproductions of the corresponding information or parts thereof.

The information may only be used in connection with the cooperation. Both Partners agree not to pass on this information to third parties or to make it accessible to third parties in any other form and to take all reasonable precautions to avoid access to this information by third parties. This applies in particular to the exchange of information / data in electronic form as well as information / data archiving. The information / data must be secured with appropriate mechanisms so that access by unauthorised employees or unauthorised third parties can be ruled out. The documents must be kept under constant control and kept secure in the event of interruption of work.

Each Partner undertakes to make the information accessible only to those employees who need it for the purpose of cooperation. The circle of employees must be kept as small as possible in the interest of secrecy.

Each Partner will oblige all its employees and agents who have access to the information, regardless of the nature and legal structure of the cooperation, to keep this knowledge secret and not to use it themselves or to make it accessible to third parties. This obligation is imposed not only for the duration of their affiliation but also for the period after their departure.

Subcontractors used by the Partners are not considered third parties insofar as they have demonstrably committed themselves to secrecy in the form of this or a similar agreement. Each Partner undertakes to pass on secret information to these subcontractors only to the extent necessary for the purpose of the cooperation. At the latest upon request, these subcontractors of the other party must be explicitly named.

Each Partner is obliged, at the request of the notifying Partner, to return or destroy all written or otherwise recorded information (including copies made) and samples received from the latter without delay (at the latest within 14 calendar days); in the case of destruction, this must be confirmed in writing to the notifying Partner.

This Non-Disclosure Agreement also applies to the content of the discussions discussed between the Contracting Parties and the fact that discussions take place between the Contracting Parties.

## **2. Protected rights**

Each Partner retains all rights to the information provided to the other Partner, including copyrights and rights for the application for property rights or patents, unless the Partners expressly establish other, project-specific agreements. With the transfer of information, the received Partner is not granted any right of ownership, licensing, imitation or use or other any rights thereto. This also applies to any third parties involved.

## **3. Warranty and liability**

The information-providing Partner assumes no warranty or liability with regard to the correctness, freedom from errors, freedom from third-party property rights, completeness and/or usability of the information provided. He is also not liable for information provided by him or the freedom of the information from the rights of third parties. Likewise, he is not liable for any

damages caused to the receiving Partner or third parties due to the information provided by him, unless liability is mandatory by law.

#### **4. Exemption from the obligation of confidentiality**

This obligation of confidentiality does not apply to such information/documents for which it can be proven that they

- were already common knowledge at the time of their provision.
- have become common knowledge after their provision, at no fault of a Contracting Party.
- have been lawfully made available by third parties after their provision without restrictions with regard to confidentiality or use.
- have been expressly designated in writing as non-confidential by the information-providing Partner.
- were already in the possession of the receiving Partner or had been worked out by himself at the time of provision.

Should one of the Contracting Parties be subjected to a subpoena or other official and binding obligation to disclose the information, he shall immediately inform the other Contracting Party of this. Thereafter, the Contracting Party is entitled to comply with his obligation within the legally prescribed framework.

#### **5. Choice of law and place of jurisdiction**

Unless otherwise required by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this agreement is Siegel. All disputes arising from or in connection with the agreement are subject to the law of the Federal Republic of Germany. The parties undertake to first attempt to reach an amicable out-of-court settlement.

#### **6. Duration**

This Non-Disclosure Agreement shall enter into force retroactively to the commencement of the cooperation upon signature by all Partners and shall remain in force beyond the termination of the cooperation. After the termination of the cooperation, the Partners undertake to return all documents handed over by the other party, including electronic data, at the latter's request within a reasonable period of time or to destroy them irrevocably with furnishing of proof, unless otherwise stipulated in the contract. The same applies to any reproductions made. A right of retention of documents is excluded. In the event of a violation of this agreement, the Partner who is not responsible for the violation may demand the immediate surrender of the documents or their destruction with furnishing of proof.

#### **7. Ancillary provisions**

This agreement shall be made in writing; ancillary agreements, additions or changes must also be made in writing.

**8. Severability clause**

Should any provision of the agreement be or become void, unenforceable and/or invalid, this shall not result in the nullity, unenforceability and/or invalidity of the entire agreement. In this case, the Contracting Parties undertake to agree on a provision in place of the void, unenforceable and/or invalid provision that comes as close as possible to the economic purpose pursued with the void, unenforceable and/or invalid provision.


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(Date)

.....  
(Date)

Paul Brüser GmbH  
A. Holger Hachenberg / Purchasing

“Supplier”



i.A.   
Holger Hachenberg

.....  
(Signature and stamp)