

Confidentiality Agreement

The parties to the Agreement will in the framework of their business relationship hold discussions and exchange internal data. The following Agreement has been reached between the parties on the handling of confidential information:

1. Confidential in the meaning of this Agreement is all technical and non-technical information which is exchanged in any form between the parties to the Agreement during the time of the contractual relationship. This includes in particular any considerations and actual results which are recorded in correspondence, technical drawings, plans, address lists, Software source-codes or specifications, as well as samples and data collection in any form. Documents to be handled as confidential must be classified as such. Klimmer assures strict confidentiality and during the period of the contract will not pass on to any third party any confidential information, neither completely or in extract obtained from the supplier without the previous written consent of the supplier.
2. All confidential information shall remain the property of the supplier. Without previous written consent Klimmer is neither authorized to publish the confidential information, nor pass it on to third parties, nor license it nor use it in any form outside the contractual agreement.
3. Should, in the framework of the joint project, information, documentation or parts be exchanged between the partners which include patentable inventions, the partners reserve all rights, in particular the right to apply for a patent and/or a utility model arising from their invention.
4. This obligation begins with the first receipt of information, documentation and knowledge and ends 36 months after the end of the business relationship.
5. All the confidentiality obligations of this Agreement shall apply to the suppliers for the confidential documentation provided by Klimmer.
6. After completion of the contractually agreed activities between Klimmer and the supplier each party shall return to the other party on request all confidential information received, as far as it is physically or electronically documented (including all copies).
7. For each case of infringement against the here mentioned obligations the parties to the contract reserve the right to claim compensation for the resulting damages.
8. This Agreement shall come into force on the signing by both parties and on the date of the last signature performed. It shall also expressly apply to any information received before the Agreement came into effect.
9. This Confidentiality Agreement is subject to the material law of the Federal Republic of Germany. Court of jurisdiction is Günzburg/Donau.