

Confidentiality Agreement

between

Company: _____
Name: _____
Street, No.: _____
Postcode, Town: _____
Tel. No.: _____
E-mail: _____

(subsequently referred to as "supplier")

and

Ernst Klimmer GmbH Ostpreußenstraße 8
D-89331 Burgau
(Klimmer)

The contract parties will hold talks and exchange internal information within the context of their business relationship. The following agreement concerning the handling of confidential information shall be reached by the parties:

1. All technical and non-technical information that is exchanged between the contract partners in any form during the period of the contractual arrangement is considered to be confidential within the meaning of this agreement. In particular, this includes considerations and developed results that are recorded in drawings, plans, address lists, software source code or specifications as well as all types of samples and data collections. Documents to be treated confidentially must be appropriately labelled. Klimmer guarantees strict confidentiality by ensuring that no confidential information that is disclosed by the supplier whatsoever will be forwarded to third parties, either in full or in part, for the duration of the contract without obtaining prior written permission.
2. All confidential information shall remain the property of the supplier. Klimmer is not permitted to publish any confidential information, forward it to third parties, licence such information or use it in any other way outside of the contractual agreements without obtaining prior written permission.

3. If information, documentation or parts that contain patentable inventions are exchanged between the partners within the framework of the joint project, the partners reserve all rights, particularly the right to submit patent and/or utility model applications for their inventions.
4. This obligation starts with the first receipt of the information, documents and knowledge and ends 36 months following conclusion of the business relationship.
5. All confidentiality obligations arising from this agreement shall also accordingly apply to the supplier with regard to the confidential documents provided by Klimmer.
6. Upon conclusion of all contractually agreed activities between Klimmer and the supplier, all confidential information received by the respective other party shall be returned on request in the event that it has been recorded in physical or electronic documents (incl. all copies).
7. For each case of infringement against the obligations stated here, the contract parties reserve the right to assert claims for the resulting damage caused.
8. This agreement shall enter into force on the date of the most recent signature once the document has been signed by both parties. This agreement also explicitly extends to information that was disclosed prior to the agreement entering into force.
9. This declaration of confidentiality is subject to the substantive law of the Federal Republic of Germany. The place of jurisdiction is Günzburg/Danube.

Burgau, _____

Location, Date

Ernst Klimmer GmbH

Supplier name