

Non-Disclosure Agreement

between

Unimet GmbH, Aggensteinstraße 8-10, 87669 Rieden
Leukert GmbH, Reifträgerweg 39, 87600 Kaufbeuern

and

Preamble

The Unimet GmbH / Leukert GmbH is an independent enterprise of which tools, are developed, constructed and makes and in addition the companies produces on own machines stamped and bent parts.

The parties intend to build up business connections and/or to realise projects together.

Within the scope of this collaboration it is necessary that the Unimet GmbH / Leukert GmbH and the supplier pass down confidential technical and/or economic information, construction documents, specifications, drawings, patterns, prototypes, test results and/or other know-how to the in each case other partner.

The parties meet following arrangement for the protection of this know-how

Witnesseth

Whereas the parties hereto intend to establish a business relationship and/or jointly realise projects. During the course of a feasibility evaluation it may become necessary to disclose certain confidential information (hereinafter referred to as: know-how).

Whereas the parties hereto are willing to provide for the conditions of such disclosure of know-how and the rules governing the use and the protection thereof.

Now thereof, the parties agree as follows:

1. This Agreement governs the confidential treatment of any knowledge, expertise, experience, documents, inventions, manufacturing processes, designs, proprietary information, and software in whatever form (hereinafter referred to as: know-how). Confidentiality shall also deemed to be agreed with respect to the Agreement itself as well as to the fact that the parties hereto are holding confidential talks.
2. Any know-how disclosed by the disclosing party shall be treated as confidential by the receiving party and shall only be used for the purposes hereunder. The disclosing party shall identify as confidential any documents which have to be handled as set out in Clause 10, Sentence 1 of this Agreement.

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3. The know-how may neither be disclosed to any third parties nor to any employees of the receiving party who do not need to have knowledge of the know-how. The know-how of the disclosing party may be disclosed to employees of the receiving party only to an extent which is absolutely necessary.
4. Any disclosure to third parties shall be subject to the disclosing party's prior written consent. In such case the receiving third party shall be obliged to sign a non-disclosure agreement which is equivalent to this Agreement. Where required for the purposes hereunder, each party hereto may disclose the know-how to any of its associated companies, provided that such company is bound by this Non-Disclosure Agreement.
5. The obligation to treat know-how as confidential shall considered to be met where the receiving party applies to such know-how the same level of care in the avoidance of publication or release as it applies to its own know-how, but at least the care of a prudent businessman.
6. The obligation of confidentiality does not apply to know-how:
 - which has come into the public domain without a breach of this Agreement, or+
 - which has been disclosed to the receiving party by a third party without a breach of this Agreement and without restrictions, or
 - which the receiving party has owned or independently acquired or developed prior to the effective date of this Agreement, or
 - which has been approved for release by written authorization of the disclosing party unrestricted by Clause 4, Sentence 2 of this Agreement.
7. Should a party hereto feel no longer bound by the obligation of confidentiality for whatever reason, this party shall be obliged to furnish appropriate proof of such claim.
8. This Agreement cannot be construed as constituting any obligation of disclosure of know-how, transfer of ownership or granting of licence. A disclosure of know-how does neither constitute a prior publication nor a right to use based on prior use under the Utility Model and Patent Laws.
9. Should any provision of this Agreement be or become invalid, the validity of the other provisions shall remain unaffected. In such case the invalid provision shall be construed to be substituted by a valid provision with a meaning closest to that of the invalid provision.
10. Received documents which are marked as confidential shall be returned forthwith at the request of the disclosing party. All other documents shall either be returned forthwith at request, or shall be destroyed upon termination of this Agreement at the latest.
11. The parties hereto shall treat as confidential and not release to third parties or duplicate all proprietary information, in particular drawings, templates, models, tools, documents, software, as well as any other data carriers that are related to a feasibility study or a project, unless absolutely necessary under this Agreement. The parties hereto shall bind to secrecy any persons appointed by them or by their subcontractors.
12. Products which a party hereto has manufactured on the basis of specifications, drawings or models provided by the other party, or which have been manufactured by a party hereto from production materials which have been paid as a whole or in parts by the other party, may neither be offered nor sampled nor supplied to third parties.

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13. For any violation of the obligations hereunder the violating party shall be liable to pay to the other party a penalty, the amount of which shall be determined at its reasonably exercised discretion by the party whose confidentiality interests were injured, and which, in case of a dispute, shall be reviewed by the Regional Court II in Munich. By payment of such penalty the obligation to pay damages shall remain unaffected, with the incurred penalty being deducted from the damages to be paid. The liability for damages also includes financial losses which a party hereto incurs by being bound by a confidentiality obligation to its contracting party and, owing to a breach of contract by the other party hereto, becoming liable for a penalty and/or damages towards its contracting party.
14. Collateral agreements do not exist. Any alterations or amendments to this Agreement must be in writing. Waiver of this requirement must be in writing.
15. This Agreement shall be governed by the substantive law of the Federal Republic of Germany.
16. Both parties hereto have the right to process and use for internal purposes personal data of the other party in compliance with the provisions of the Federal Data Protection Act (BDSG).
17. Venue shall be the Regional Court II in Munich.
18. The Agreement shall become effective upon signing by both parties.
19. The arrangement comes into force with signing by the parties and is valid, from time of the signing, for the duration of 5 years. Should this arrangement not be discontinued in writing, it is extended in each case by another year. As a term of notice 3 months are valid to the end of the year as agreed.

Rieden,
date:

Kaufbeuren,
date:

,
date:

Unimet GmbH / Leukert GmbH

Stamp and Signature

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