



Confidentiality Agreement

between

the company helag-electronic gmbH, Graf-Zeppelin-Str. 41, 72202 Nagold

– hereinafter referred to as: the Owner –

and

the company

– hereinafter referred to as: the Recipient... –

Preamble

The parties intend to carry out a joint project (please provide a detailed project description), *hereinafter referred to as the Purpose*.

The parties intend to make Confidential Information, pursuant to clause 1 below, available to each other in order to fulfil this Purpose. The Recipient is aware that each piece of this Confidential Information was not previously known or readily available as a whole, or in this exact order and composition of its individual parts, and the information is therefore of economic value and protected by appropriate measures of concealment by the Owner and there exists a justifiable interest in keeping it confidential. Even if a piece of the Confidential Information in this agreement does not meet the requirements of a commercial secret under the Geschäftsgeheimnisgesetz (German commercial secrets act), it will still be covered by the confidentiality obligations in this agreement.

1. Confidential Information:

1.1. Definitions: The Owner shall mean the private individual or legal entity that holds the legal control over the commercial secret. The Recipient shall mean any private individual or legal entity to which the commercial secret is disclosed. The Recipient shall have no control over the commercial secret and has no right to use or disclose the commercial secret in a way that is contrary to this agreement. Disclosure shall mean sharing the commercial secret with a third party and does not mean making it publicly available.



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- 1.2. For the purpose of this agreement, Confidential Information shall mean all information, including factual and personal data, regardless of the form of such shared information, which the Owner discloses to the Recipient or an affiliate of the Recipient according to section 15 et seq AktG (the German Stock Corporation Act) for the aforementioned Purpose. Confidential Information shall especially include:
- 1.2.1. Commercial secrets, trade secrets, products, supplier and customer information, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial plans, personnel matters, acquisition plans, data, drawings, plans, descriptions, specifications, measurement values, processes, samples,
 - 1.2.2. any of the Owner's documents and information which are subject to technical, commercial and organizational measures of concealment and have been labelled as confidential or should be treated as confidential due to the nature of the information or the circumstances of the disclosure,
 - 1.2.3. the existence and contents of this agreement.
- 1.3 Information which is not to be considered as Confidential Information shall be information which the Recipient can prove
- 1.3.1. had already been made known at the time of disclosure by the Owner, i.e. published or made generally available, or were made known at a later point in time without violating the confidentiality obligations, or
 - 1.3.2. to have already legally known at the time of disclosure by the Owner, or
 - 1.3.3. has been made known following disclosure by the Owner to the Recipient at no fault of the Recipient, or
 - 1.3.4. was, following disclosure by the Owner, made known to the Recipient by a third party in a lawful manner and without restriction in terms of confidentiality or use.



2. Obligations for the protection of secrets:

The Recipient shall be obliged

- 2.1. to treat the Confidential Information they receive as strictly confidential and to use it exclusively for the Purpose of this project.
- 2.2. to only disclose the Confidential Information to representatives who rely on knowing this information to fulfil the Purpose, provided the Recipient ensures that its representatives comply with this agreement as though they were themselves bound by this agreement
- 2.3. to also secure the Confidential Information against access by third parties through reasonable measures of concealment. The Recipient shall comply with the principles of the General Data Protection Regulation (GDPR) when processing the Confidential Information. In order to comply, security measures must be up-to-date in terms of technology and employees must be informed about the confidentiality and the observance of data protection.
- 2.4. Insofar as the Recipient is obligated to disclose part or all of the Confidential Information due to an existing law or administrative order, the Recipient will immediately notify the Owner about this disclosure and take all reasonable measures to reduce the degree of disclosure to a minimum.

3. Property:

- 3.1. The Owner reserves all rights to the Confidential Information, such as ownership rights, copyrights, trademark rights, patent rights and other rights, without prejudice to its rights resulting from the German commercial secrets act. The transfer of the Confidential Information is – with the exception of use for the aforementioned Purpose – in no way connected to the concession of licence or usage rights.
- 3.2. Beyond the scope of the Purpose, the Recipient will in no way use or copy (especially by reverse engineering) the Confidential Information for its own economic gains or allow a third party to use or copy it. The Recipient shall not register any intellectual property rights for the Confidential Information. Moreover, the Recipient shall not, without prior written permission from the Owner, analyse the sample materials which it receives from the Owner within the scope of this agreement for their chemical composition or derivatize or synthesise them, or allow them to be analysed, derivatized or synthesised.



4. Return or destruction of the Confidential Information:

- 4.1. The Recipient shall be obliged to return or destroy all Confidential Information, including duplications, upon request by the Owner or achievement of the Purpose as described in the Preamble within 30 days of the receipt of such request or the end of the project, insofar as no retention periods (either as agreed with the Owner or applicable by law) prevent this return/destruction. Rights of retention cannot be invoked. The Owner may demand a written statement to this effect from the Recipient.
- 4.2. Data and data media must be destroyed or deleted after use so that reconstruction of the information is not possible in order to secure the confidentiality of sensitive information, whereby special deletion procedures are to be used. The regulations issued by the German Federal Office of Information Security shall be observed.
- 4.3. Excepted from the above is Confidential Information for which a retention period according to clause 4.1 exists or the deletion or return of which is not technically possible.

5. Term of the agreement:

This agreement shall enter into force upon signature and be valid until the end of the aforementioned Purpose. The obligation to maintain confidentiality shall remain in effect even after the termination of this agreement and shall continue to apply indefinitely.

6. Breach of the confidentiality obligation/penalty:

- 6.1. Should the Recipient at least negligently breach the confidentiality obligation, it will compensate the Owner for the damages resulting from such breach. In this case, the Owner has the right to terminate this agreement without prior notice and/or to end the entire business relationship with the Recipient. It shall be presumed that the Recipient has at least negligently breached the confidentiality obligation when the Owner can produce evidence that Confidential Information has made it from the Recipient's domain into the hands of a third party.



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- 6.2. The Recipient shall be liable for the behaviour of its agents according to section 278 BGB (German Civil Code) as well as for the behaviour of its employees, without being able to provide exonerating evidence according to section 831 paragraph 1 S. 2 BGB.
- 6.3. The Recipient shall be obliged to pay a penalty in the amount of EUR 50,000.00 to the Owner, irrespective of fault, in case of a breach of the confidentiality obligation according to this agreement. Further claims for compensation by the Owner as set out in 6.1 remain unaffected.

7. Place of jurisdiction and applicable law:

The place of jurisdiction for all disputes arising from or in connection with this agreement shall be the district court of the Owner's principle place of business. The law of the Federal Republic of Germany to the exclusion of UN Sales Law (CISG) shall apply.

8. Final provisions:

Amendments and supplements to this agreement must be made in writing; this shall also apply to any amendment of this written form requirement.

In the event that individual provisions of this agreement are or become invalid in whole or in part, or in the event that this agreement contains unintended gaps, this shall not affect the validity of the remaining provisions in this agreement. The invalid provisions shall be replaced by such effective provisions as the parties would have agreed to in relation to the Purpose of this agreement had they been aware of the invalidity or absence of such provisions when entering into this agreement.



Confidentiality Agreement

Date:.....

Date:.....

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helag-electronic gmbh
- Head of Purchasing -

.....
the Recipient
- Head of Sales -

.....
helag-electronic gmbh
- Management -

.....
the Recipient
- Management -