

Non-Disclosure Agreement

Between

Gerd Bär GmbH
Pfaffenstraße 7
74078 Heilbronn
Germany

hereinafter referred to as „Bär“

and

Company name
Address
Address
Country

hereinafter referred to as „Contractor“

hereinafter collectively referred to as „Parties“

1. Subject of the non-disclosure agreement

The parties are planning to carry out and/or are already carrying out joint projects. For this purpose, it is necessary that the parties have provided or will provide each other with information and data in oral, written and electronic form. This information provides, among other things, knowledge and/or business secrets about the plant, process and process technology, about the organizational and corporate procedures as well as about agreements or contract contents of both companies.

The parties undertake to keep secret all data, knowledge and information (in short: confidential data) provided to them and to which they have access within the scope of the cooperation. The parties further undertake to use this confidential data exclusively for the purpose of fulfilling the purpose of the contract within the scope of the cooperation and to process or use it only within the scope of Bär's instructions

The confidential data shall be made available only to the persons involved in the performance of this cooperation. The transfer of the confidential information to such employees requires in any case that the employees are aware of the obligations contained in this document and are contractually bound to secrecy in a corresponding manner towards the recipient of the information.

The knowledge resulting from a project is exclusively available to the parties and may only be disclosed to them. Both parties shall take appropriate precautions to ensure that no unauthorized persons have or obtain access to the confidential data. These precautions shall at least correspond to the measures taken by the Contractor to protect its own confidential information.

Use of the confidential data for other purposes shall only be carried out if the necessary instructions for this are available in writing and, if required, the declarations of consent of the data owners have been issued in writing. The duplication, reproduction or storage of the documents by the parties shall be carried out exclusively for the purpose specified in the order and may only be carried out internally.

Confidential Data includes, but is not limited to: all technical and non-technical information, including patents, trade secrets, drawings, designs, photographs, models, developments, know-how, processes, equipment, algorithms, copyrighted works, software programs relating to current or future services or products of Bär, marketing and sales strategies, business forecasts, and business plans. Furthermore, the Contractor and its employees shall comply with the statutory provisions on data protection and other applicable regulations.

This confidentiality obligation does not apply to confidential data that is generally known, has been released in writing by the contractual partners or must be made accessible due to court or official orders or other provisions. The latter case requires that the contractor informs Bär within a reasonable period of time about the need for disclosure.

The Contractor is obliged to ensure that all confidential data is kept secret even after termination of the order or the contractual relationship. The obligation to maintain secrecy includes employees of both parties. It shall be imposed on the employees in the same obligation and shall remain in force even after termination of the respective employment relationship.

1.1. Data sovereignty

The Contractor fully acknowledges Bär's or the individual data owners' data sovereignty over the confidential data. The contractor shall in no case invoke a right of retention to Bär's confidential data.

The Contractor acknowledges Bär's customer protection and will maintain this protection to the extent that he will not approach the customer directly. Nor will he disclose to other inquiries from Bär's competitors that he has already been in contact. In particular, the duty of confidentiality refers to any knowledge of prices of Bär.

1.2. Employees

The contracting parties agree that no attempts will be made to headhunt any employees from the other party.

2. Sub-contractor

The Contractor is obliged to obtain written consent from Bär before passing on personal data to freelancers or subcontractors.

The Contractor shall ensure that the subcontractor is trustworthy. An agreement that complies with all points of this agreement is part of the subcontracting.

Upon Bär's request, the Contractor shall provide information about the essential content of the contract with the subcontractor and the implementation of the data protection obligations, if necessary by inspecting the relevant contract documents.

3. Return/destruction of data/information

The Contractor may only make copies or duplicates of the data provided or transmitted within the scope of the contractual relationship if and to the extent that this is absolutely necessary for the execution of the order. Otherwise, the Contractor may not make copies or duplicates of the data provided or transmitted within the scope of the contractual relationship without Bär's knowledge, in particular for other purposes.

After fulfillment of the orders placed within the framework of the contractual relationship or after termination of the contractual relationship, the Contractor shall return to Bär all documents and data carriers of any kind made available to him and his employees, including any existing copies. All data stored by the contractor on data processing systems and data carriers of any kind for the purpose of fulfilling the orders shall be irretrievably physically deleted. Proof of this shall be provided to Bär upon request.

If a return is not desired, the following clause comes into force:

The Contractor shall destroy all data carriers or delete all data that have been handed over or transmitted to it by Bär in connection with the contractual relationship (including any copies and backups that may have been made) without delay as soon as they are no longer required for the performance of the contractual services. The Contractor shall record the deletion or destruction in an appropriate manner and present it to Bär upon request.

The aforementioned deletion and destruction obligations do not apply if a statutory duty of storage is in conflict with them.

4. Publications

Any publication (independent of the media) of the results in connection with this confidentiality agreement or the project, or the naming of the project, is hereby expressly prohibited. This also applies if Bär is not mentioned specifically or in a cloaked manner. The same applies to the inclusion in reference lists/directories or within business/financial or stock exchange reports.

5. Applicable law

- 5.1 This agreement shall enter into force upon signature by both contracting parties.
- 5.2 This agreement shall be governed by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction for all disputes arising from the business relationship shall be Heilbronn.
- 5.3 Amendments and supplements to this Agreement shall be made in writing, which shall also apply to any amendment of this written form requirement.
- 5.4 The obligations arising from this agreement shall continue to apply to both parties after termination of the cooperation.
- 5.5 Should the parties suffer any damage as a result of a breach of this confidentiality agreement, both parties reserve the right to assert claims for damages.
- 5.6 Should individual provisions of this Agreement including this provision be or become invalid in whole or in part, or should the Agreement contain a regulatory gap, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The invalid or missing provisions shall be replaced by the respective statutory provisions. The contracting parties shall replace any parts of this agreement that have become invalid with valid provisions that come as close as possible to the original purpose. These shall be included as a supplement to this agreement at the next opportunity.

Gerd Bär GmbH

Supplier

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____