

CONFIDENTIALITY AGREEMENT

between

Seuffer GmbH & Co. KG, Bärenthal 26, 75365 Calw

- hereinafter referred to as Seuffer –

and

- hereinafter referred to as Supplier –

Preamble

It is the intention of both Seuffer and the Supplier to collaborate on the **Project „_____“**. The contractual partners will exchange confidential, technical, business and other sensitive information in the context of this collaboration. Disclosure of this information to third parties may have a detrimental effect on Seuffer.

Seuffer and Supplier (contractual partners) therefore agree the following:

1. All information relating directly or indirectly to the Project, in either written, verbal, graphic or electronic format, must be regarded as confidential and be treated as such by Supplier and its employees, even where such information is not explicitly marked as “confidential”. Such information may not be disclosed to third parties or published without the written permission of Seuffer.
2. The Supplier undertakes to refrain from disclosing any information relating to the project to any employees other than those who must have knowledge of such information in order for the project to be realised. The Supplier will obligate all employees in receipt of this information to treat it confidentially. This obligation shall remain in force following their departure from the company.
3. The existence and content of this Agreement are also subject to the confidentiality obligation described under Item 1.

4. The confidentiality obligation as defined by this Agreement comes into force when signed by both partners and ends three calendar years following conclusion of the Project stated in the Preamble, the latest time being the end of the 5th calendar year after this contract has been signed. It does not apply to documents and information, which are verifiably
 - common knowledge or become common knowledge, without one of the contractual partners being accountable for this knowledge,
 - already known to the contractual partner, without this knowledge having been imparted by the other contractual partner,
 - made known to the contractual partner through a third party, which for its part has not been obligated to the Confidentiality Agreement by the other contractual partner.

5. Should the Supplier breach the confidentiality obligation as defined by this Agreement, such partner shall be liable for damages to Seuffer. If the breach concerns information in written, graphic or electronic format, which is marked explicitly as “confidential”, the damage liability – regardless of proof of damages - shall be a minimum of EUR 50.000,00 (penalty).

6. The receipt of confidential information or documents shall not entail the transfer of any rights whatsoever to the recipient contractual partner with regard to intellectual property rights, know-how, or copyrights held by the other contractual partner. The contractual partners agree that the disclosure or transfer of confidential information shall not give rise to prior publication or prior use rights as defined by the Patent and Utility Model Act.

7. German Law applies. The place of jurisdiction is Stuttgart.

Calw, date	Place, date:
.....	Signature:
ppa. Klaus Wandler	Name:
Procurement	Funktion:
Seuffer GmbH & Co. KG	Corporate name