



Non-Disclosure Agreement

Between

EBZ SE
Bleicherstraße 7
88212 Ravensburg
Germany

– herein referred to as **PURCHASER** –

and

CONTRACTOR Name
(company name
and address)

– herein referred to as **CONTRACTOR** –

- I. PURCHASER and CONTRACTOR intend to cooperate.
- II. Within this cooperation, it is necessary that the PURCHASER makes available confidential documents, information, knowledge, samples and data to the CONTRACTOR.
- III. For the reasons mentioned above, the CONTRACTOR is obliged to treat all documents, information, knowledge, samples and data made available to him by the PURCHASER, or made known to him at the PURCHASER, on the occasion of the cooperation strictly confidential and not to make these available to third parties in a direct or indirect way, neither entirely nor partly. In addition, the granted prices and conditions to the PURCHASER are secrecy and may not be disclosed to third parties without the express written consent of the PURCHASER.
- IV. The CONTRACTOR must neither assert copyrights or other rights on documents, information, knowledge and data based on documents, information, knowledge and data which is put down to the PURCHASER, nor make or have made objects for himself or third parties, in which or upon the manufacture of which documents, information, knowledge, samples and data by the PURCHASER directly or indirectly are used, unless the PURCHASER has given written approval explicitly beforehand.
- V. The CONTRACTOR must make all adequate arrangements in his premises, where he carries out work for the PURCHASER, in order to adhere to the non-disclosure agreement according to this agreement; he will especially ensure that third parties will not gain access to the locations where the PURCHASER orders are handled.
- VI. The CONTRACTOR is obliged to commit his employees to the appropriate secrecy in written form as far as confidential documents, information, knowledge, samples and data are made available to these in the course of the cooperation or they can gain access to documents, information, knowledge, samples and data by the PURCHASER. On request, the CONTRAC-



TOR will present the non-disclosure agreements to the PURCHASER according to clause 1 or at least a written confirmation of having concluded such agreements.

- VII.** Beyond the scope mentioned above, the CONTRACTOR is obliged not to use any of the documents, information, knowledge, samples and data, which have been made available or which have become known to him directly or indirectly at the PURCHASER for gaining copyrights or other rights.
- VIII.** The obligation to maintain secrecy as mentioned before is not valid for such documents, information, knowledge, samples and data, which have already been public at the moment of their forwarding, which have become public after their forwarding without the CONTRACTOR being responsible for this, which have been made available to the other CONTRACTOR by a third party after their forwarding in a legally allowable way and without any limitation regarding secrecy or use, which have provably been in the possession of the CONTRACTOR already at the time of their forwarding.
- IX.** The CONTRACTOR will return all documents, information, knowledge, samples and data provided in the course of the cooperation including all copies thereof to the PURCHASER unless needed for the purpose of the cooperation. In case of retention of documents, information, knowledge, samples and data or copies by the CONTRACTOR or his assistants or agents without the permission of the PURCHASER or a legal requirement therefore, the PURCHASER may assert claim for damages.
- X.** The CONTRACTOR will observe the regulations of the European General Data Protection Regulations (GDPR) and the German Data Protection Act (BDSG, Bundesdatenschutzgesetz), regulations and other regulations for the data protection. In the case the CONTRACTOR is granted access to data for performance of the contractual works, no matter of which kind by the PURCHASER, in terms of the BDSG or made known such data (according to the terminology of GDPR or BDSG) by the PURCHASER, the CONTRACTOR will only consign Employees, Assistants or Agents with the performance of the contractual work, who are obliged to data secrecy in terms of § 5 BDSG as valid until May 24th, 2018 or to data confidentiality in terms of Art. 32 par. 4 GDPR. On request of the PURCHASER, the CONTRACTOR will present the agreement made with the Employees, Assistants or Agents or at least a written confirmation of having concluded such agreements.
- XI.** The CONTRACTOR will not make available or known the data forwarded or made known by the PURCHASER in terms of the BDSG to third parties, neither directly nor indirectly, and only use it to perform the work.

After completion of the work, the CONTRACTOR will return all data forwarded by the PURCHASER including the copies thereof to the PURCHASER or completely delete the data including the copies thereof.

- XII.** In case of violating the obligations mentioned above, the CONTRACTOR will pay a contract penalty for every case of violation against one of the obligations taken over in the amount of



xx.000,-- € (in words: EURO xxx thousand).

The assertion of the actually occurred damage remains untouched, while the forfeited contract penalty is deducted.

Furthermore, AN is aware of the fact that any breach or violation of any operational or business secret is punishable according to §§ 17 und 18 of the German law against unfair competition (German: Gesetz gegen den unlauteren Wettbewerb, UWG) which may be punished up to five years of imprisonment.

- XIII.** This Agreement shall also be valid and legally binding for all affiliate companies and subsidiaries of the PARTIES.
- XIV.** This non-disclosure agreement as described before ends soonest after expiration of a term of five (5) years after termination of the cooperation. Should information, knowledge, documents, samples and data require secrecy without alteration at the moment of the termination of the cooperation, the agreement partners coincide that the CONTRACTOR agrees to an extension of the term, if requested by the PURCHASER.
- XV.** Should present or future provisions of this agreement partly or entirely not be legally effective or not feasible, or later lose their legal effectiveness or feasibility, the validity of the other provisions of this agreement remain untouched. In this case, every PARTY to the agreement can demand the agreement of a valid provision which reaches the purpose of the ineffective provision the closest.
- XVI.** The exclusive court of jurisdiction for all quarrels occurring from or in connection with this agreement including the question of achieving this agreement, its termination and its continuation after termination is the Purchaser's general court of jurisdiction.

Ravensburg,

(place and date)

(place and date)

(Firm Stamp, Signature PURCHASER)

(Firm Stamp, Signature CONTRACTOR)