Bolta Werke GmbH · Industriestraße 22 · 91227 Leinburg/Diepersdorf **Bolta Werke GmbH**

**NON-DISCLOSURE AGREEMENT**

between

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- called “Partner” in the following declaration text -

and

**Bolta Werke GmbH – Industriestrasse 22 – 91227 Leinburg/Diepersdorf,
all companies within the Group included**

- called “Bolta Werke GmbH” in the following declaration text -

**Point 1:**

Bolta intends to handover secret information, documents, drawings, plans, parts, etc. concerning all projects which may be produced by the partner on the base of a contract to be entered into by the parties.

**Point 2:**

The Partner commits to treat strictly confidential all information, documents, drawings, plans, parts, etc. which he will receive in the context which is mentioned under point 1. This especially applies to any personal data and other data according to the Federal Data Protection Act (BDSG), of which the partner, also by accident, achieves knowledge. Especially the Partner guarantees that information, documents, drawings, plans, parts, etc. will not be passed or presented to a third party and to take measures in order to avoid that a third party has access to those information, documents, drawings, plans, parts, etc. A third party is any company which is not joined to the supplier or to Bolta Werke GmbH (acc. to § 15 AktG).

**Point 3:**

Information according to point 2 is especially:

* Know-How as well as results, which are gained or used in the scope of the project
* the description of the project (process/production/etc.)
* the schedules, targets and ideas which had been viewed for the execution of project
* other not published information which the partner gained during the project

**Point 4:**

The duty of secrecy is valid for all employees and authorized persons of the Partner, regardless of the kind and legal arrangement of the employment. The Partner commits to instruct the above mentioned persons about the duty of secrecy and obliges them to keep the duty of secrecy. The Partner will try to minimize the number of employees concerned during the period of secrecy.

**Point 5:**

The duty of secrecy does not concern information and documents which demonstrably are or become obvious without fault or negligence of the supplier or have been handed over to the Partner by a third party who is permitted to publish the information. The Partner bears the burden of proof concerning this matter.

**Point 6:**

From this agreement and from the receipt of any technical information the Partner shall not derive any authorization regarding licences, construction, application or any other authorization – regardless whether any copyright protection does exist or not.

**Point 7:**

If any information, documents or parts as described under point 1, which contain inventions where copyright can be claimed, are handed over, Bolta Werke GmbH will keep all rights, especially copyrights and the right to apply for the issue of commercial registration (e.g. protection of patent, protection of patented design)

**Point 8:**

The supplier will immediately return any received documents, drawings, plans, parts, etc. upon request and not keep any copies.

**Point 9:**

The supplier knows that

* any violation of the obligations entered into herein by the supplier may be subject of prosecution acc. to § 17, 18 UWG and can be punished by an imprisonment of up to five years.
* any violation of the obligations entered into by the supplier herein and any breach of these obligations is subject of suppliers liability for damages acc. To § 19 UWG.

**Point 10:**

In any case of premeditated or wantonly negligent infringement against the duty of secrecy, the partner commits himself to the payment of a contract penalty to the amount of € 10.000,- to Bolta Werke GmbH, simultaneously waiving the enforcement of a continuation of offence. Bolta Werke GmbH reserves her right to enforce a higher claim in individual cases. Paid contract penalties have to be credited against the concretely enforced damage compensation.

**Point 11:**

This agreement is bound to the Law of the Federal Republic of Germany. Any disputes arising hereunder will be settled before a competent court of law in Nuremberg, Germany.

**Point 12:**

The communication between the single suppliers concerning one project is very important and desired by Bolta Werke GmbH. This communication is also subject to the points 1 – 11.

Diepersdorf, …………………… Place, Date ……………………………………

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**Bolta Werke GmbH** ………………………………..

 *Company stamp,Signature Company Stamp,Signature*