

Confidentiality Agreement
(Copy for K.Brandstätter CNC-Mechanik GmbH)

Between

Company		and	K.Brandstätter CNC-Mechanik GmbH
Street			Heckenackerstr. 9
ZIP / City			DE-75365 Calw

Preamble:

Regarding current projects of K.Brandstätter CNC-Mechanik GmbH and related activities, you, as a supplier of K.Brandstätter CNC-Mechanik GmbH will constantly be faced with confidential information. This information comprises copyrighted and non-copyrighted know-how of K.Brandstätter CNC-Mechanik GmbH and perhaps of customers of K.Brandstätter CNC-Mechanik GmbH. As K.Brandstätter CNC-Mechanik GmbH may also work with listed companies, it is even more vital to keep information regarding quantities, products and business transactions confidential and to not pass it on to third parties without prior express permission on the part of Brandstätter.

All this information (i.e. the above-mentioned technical information, documents, materials, samples, etc.), whether in writing or other form, which are directly or indirectly associated with the respective business transactions between yourself and K.Brandstätter CNC-Mechanik GmbH, are subject to the provisions of this confidentiality agreement.

1. With your signature you agree to treat this information strictly confidentially and to pass this on only to those employees to such an extent as is required to implement the actions to be discussed.
2. Furthermore, you agree that neither you nor your employees may use this information entrusted to you for any other purpose than the intended realisation of the tasks by K.Brandstätter CNC-Mechanik GmbH, and that you will not pass this information on to third parties without the prior written permission by K.Brandstätter CNC-Mechanik GmbH.
3. In order to prevent unauthorised publications of this information, the information received must be protected with the same diligence as that with which you would treat your own information of a similar nature.
4. Upon request by K.Brandstätter CNC-Mechanik GmbH, all confidential information as well as copies thereof must be returned immediately.
5. The obligations in this confidentiality agreement become effective with the start of the activities for the respective action/project and comprise all and any information one day prior and one day after the day of effectiveness of this agreement and will continue to be effective until the point in time, when it becomes apparent that the know-how and experience behind this technical information has become public knowledge through no fault of yours or your employees. The burden of proof for a general knowledge through no fault of yours or your employees lies with you.
6. With your signature you acknowledge completely and without restrictions that all technical knowledge submitted to you, whether in writing or another form, besides third-party rights, represents exclusively the intellectual property of K.Brandstätter CNC-Mechanik GmbH, and that this information may therefore not be used or claimed in any other form. This excludes technical know-how which has become public property through no fault of yours.
7. You agree that if Brandstätter suffers irreparable damage due to a violation or an imminent violation of this confidentiality, a monetary settlement does not represent a reduction of harm and that Brandstätter is entitled to demand or initiate respective adequate proceedings.
8. This agreement is exclusively subject to German law. The exclusive jurisdiction is in Calw.

Place, Date:

Signature, company stamp (supplier)

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K.Brandstätter CNC-Mechanik GmbH
Dirk Brandstätter/Carmen Brandstätter
CEO

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Dirk Brandstätter/Carmen Brandstätter
CEO

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