

## **CONFIDENTIALITY / NONDISCLOSURE OBLIGATIONS**

by and between

KUCHENMEISTER GbR domiciled in Nuremberg, Germany  
(here after referred to as "RECEIVING PARTNER")

and

..... with registered office in .....

(here after referred to as "DISCLOSING PARTNER")

(each referred to as the "Party" and collectively as the "Parties")

### **PREAMBLE:**

The Disclosing Partner seeks to safeguard and protect its respective confidential information.

The Disclosing Partner may disclose confidential information (as defined below) and whereas, now, therefore in consideration of the promises set forth herein, KUCHENMEISTER as Receiving Partner hereto agrees as follows:

### **1. Nondisclosure obligations**

1.1 "Confidential Information" means written, documentary, oral or visual information of the Disclosing Partner to KUCHENMEISTER as Receiving Partner. Confidential information shall not include information which was lawfully obtained from a third party without restrictions, in the public domain or independently developed by the Receiving Partner without making use of Confidential Information.

1.2 In consideration of the disclosing partner's disclosure of confidential information to the receiving partner, KUCHENMEISTER as the receiving partner agrees that it shall:

(a) not reveal the confidential information to any third party without the disclosing partner's prior written consent and that the third party signs a confidentiality agreement;

(b) not use any confidential information except for the purpose to fulfill its task efficiently;

(c) protect all confidential information, whether in storage or in use, with the same degree of care as the receiving partner uses to protect its own confidential information against public disclosure;

(d) be entitled to disclose the confidential information only to such officers of the receiving partner who need to know such confidential information for the purposes of evaluation, who have been informed of the confidential nature of such confidential information; and

(e) promptly notify the disclosing party of any actual or suspected misuse or unauthorized disclosure of the disclosing partners' confidential information.

1.3 If the Receiving Partner is required to disclose confidential information pursuant to the order of any court or governmental agency, the receiving partner shall first notify the disclosing partner of any such order. The Receiving Partner shall only furnish the portion of the Confidential Information that is required to disclose and shall exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded with respect to the confidential information disclosed.

## 2. Term

2.1 This agreement remains effective for a period of two (2) years from the date of signature hereof.

2.2 The obligations of confidentiality under article 1 shall survive for a period of one (1) year after any termination or expiration of this agreement.

## 3. General provisions / Severability

3.1 This agreement supersedes and replaces any and all prior contracts or agreements, written or oral between the parties relating to the confidential information covered by this agreement.

3.2 This agreement shall be amended only in writing. The foregoing shall apply to any waiver or amendment of this written form requirement.

3.3 The Receiving Partner shall not transfer or assign its rights or obligations under this agreement in whole or in part without the prior written consent of the other party.

3.4 In the event any provision of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this agreement shall remain in full force and effect to the maximum extent possible. In such case the invalid, illegal or unenforceable provision shall be replaced by a valid, legal or enforceable provision which is as close as possible to what the parties had or would have had in mind with regard to the purpose of the provision. The same shall apply to any omission in this agreement.

3.5 This agreement shall be governed by the laws of Germany. Place of jurisdiction shall be Nuremberg.

Nuremberg, ..... ..

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Kuchenmeister GbR ..... ..