



Non-Disclosure Agreement

Company

- hereinafter referred to as "Supplier" -

and

Company

A.u.K. Müller GmbH & Co. KG
Dresdener Str. 162
40595 Düsseldorf

- hereinafter referred to as „AKM“ -

jointly referred to as „Parties“

have agreed as follows:

Preamble

The Parties conduct negotiations with respect to a future and/or existing co-operation. Against this background, it may become necessary to disclose confidential technical, commercial or other information relating to AKM and vice versa and/or make them accessible. The Parties understand that one of the prerequisites of the future and/or existing co-operation is that the information is treated in strictest confidence.

Art. 1 Secrecy Obligation

The Parties undertake to treat any information specified in Art. 2 below (hereinafter referred to as Information) received directly or indirectly within the framework of the co-operation between AKM and Supplier (Resistance Welding of solenoid valve parts – hereinafter referred to as Co-operation) confidentially and shall use it solely for the purpose of fulfilling the Co-operation. The Parties warrant that - unless otherwise expressly agreed – it shall at no times forward Information to third parties or make it accessible to third parties in any other way and it shall take the appropriate steps to ensure that third parties may not access the Information.



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Art. 2 Scope of the Secrecy Obligation

The secrecy obligation pursuant to this Agreement shall apply to any information obtained from the Co-operation, including, but not limited to:

- information classified as secret or which is identifiable as company or business secrets.
- any technical information, in particular product and development descriptions, outlines, graphics, drawings, charts, and other technical documents, as well as manuals, technical processes and other know-how, including technological knowledge,
- any information referring to existing or future legal positions, including usage or license rights, rights relating to texts, technical explanations, photos, films, videos, software, audio recordings or any other rights,
- any information on company strategies, distribution channels, schedules, targets and ideas as well as planned projects.

This Non-Disclosure Agreement does not give rise to any obligation to provide Information or to claims to receive Information. No warranty is assumed that the Information provided is correct.

Art. 3 Protection of Industrial Property Rights, Prohibition of Reproduction

Unless otherwise expressly specified, the Parties undertake to refrain from using the Information received without the prior written consent of the other party as well as from filing an application to obtain IPR protection. This shall apply in particular also to publications of research or development results ensuing from the Co-operation. The Non-Disclosure Agreement does not give rise to license or usage rights.

Irrespective of any existing IPR, the Parties shall be obliged to refrain from copying products, including machinery (for example valves, components and systems), of the other party in any way whatsoever.

Art. 4 Scope of Persons underlying the Secrecy Obligation

The obligation extends to any employees or agents, and subcontractors of the Parties having contact with the Information, irrespective of the type and legal relationship on which the Co-operation is based. Where this has not been made yet, the Parties undertake to impose a suchlike obligation on the persons concerned. These covenants shall be such that the secrecy obligation shall continue to exist beyond the termination of the relevant contractual relationships.

The express, prior and written consent of the Parties shall be necessary to release a person from the secrecy obligation imposed.



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Art. 5 Duration, Exceptions to the Secrecy Obligation

The secrecy obligation regarding the Information shall continue to exist beyond the end of the Co-operation between the Parties.

The obligation to maintain secrecy shall not, or as the case may be, no longer apply to Information which provably:

- is / has become notorious or known to the public,
- has already been known by the person underlying the secrecy obligation or has been elaborated by this person independently from communications made by AKM or Supplier, or
- has been obtained from third parties without infringement of a secrecy obligation.

Art. 6 Obligation to Return and Delete

Following termination of this Co-operation or ineffectiveness of this Agreement, Company shall return to AKM and vice versa any information and documents obtained within the framework of the Co-operation without undue delay. Electronic data storage media containing information underlying the secrecy obligation shall be deleted.

Art. 7 Penalty

The Parties understand that according to Sec. 17 and 18 of the German Act on Unfair Competition infringement of company and business secrets is an offence punishable with imprisonment of up to five years.

Supplier shall pay to AKM and vice versa for each case of infringement of one of the above obligations, excluding the continuation context defence, a penalty of € 5.000,00. The forfeiture of the penalty shall in no way affect the assertion of any exceeding claim for damages.

Art. 8 Final Provisions

No verbal agreements to this Agreement exist. Amendments and alterations shall be made in writing to be valid. Should one of the provisions of this Agreement be or become ineffective or should a gap occur, this shall in no way affect the effectiveness of the remaining provisions. The ineffective provision shall be replaced by a provision that is nearest to the economic purpose of the ineffective provision.

The Agreement shall be governed by the law of the Federal Republic of Germany.



Non-Disclosure Agreement

Art. 9 Venue

The venue is Düsseldorf/Germany.

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Location, Date

.....
Supplier (Stamp & Signature)

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Location, Date

.....
A.u.K. Müller GmbH & Co. KG (Stamp & Signature)