

between

- Firma**
- 1.) **Linde + Wiemann GmbH KG**
Industriestraße 4-12
D – 35683 DILLENBURG
 - 2.) **Linde+Wiemann CZ, s.r.o.**
U Drahý c. 1356
CZ – 28922 Lysa nad Labem
 - 3.) **Linde+Wiemann S.A.**
Apolo de Correos 18
Pol. Ind. Can Illa
E – 08530 La Garriga
 - 4.) **Gebr. Rath Werkzeugbau GmbH**
Am Bühl 8
57223 Kreuztal

hereinafter referred to as “L+W”

and

Firma

hereinafter referred to as “Contractor”

- 1) All associated companies of Linde+Wiemann GmbH KG are also considered as “L+W”.
- 2) The “Contractor” receives knowledge of, or insight into documents, data, and other information of any kind in connection with his business relation with “L+W”.
- 3) The “Contractor” undertakes to maintain the strictest secret about facts or information made known to him in connection, or on occasion of his cooperation with “L+W”, and to make these facts or this information available neither to third parties directly, nor in any other way.
- 4) Insofar as it is necessary within the framework of the contract performance by the Contractor to disclose data, documents, or other information to third parties, the Contractor undertakes to ensure that the third party is also obliged to maintain the strictest secret about all facts or any information made known to him in connection to, or on occasion of his cooperation with “L+W”, and to make these facts or this information available neither to others directly nor in any other

way. Such data and information may only be disclosed as is required for the performance of the contract.

- 5) The disclosure of data, documents, or other information requires the prior written approval of L+W in all instances. The Contractor is liable to “L+W” for all violations committed by third parties. All data, documents and information remain the property of L+W.
- 6) The covenant undertaken in this agreement pertains specially to as of yet unannounced inventions, as of yet unpublished applications for trademark rights, licenses, models, and works models, as well as further rights that are the property of “L+W”.

This covenant also applies to all business documents that are given to the “Contractor”, including the contents of databases (as, for example, in those cases where documents for are handed over to the “Contractor” for processing). The handling and use of business documentation may only take place according to written instructions by “L+W”. A use of this documentation or data in any other way, or against instructions is prohibited, unless it has been approved in writing beforehand by “L+W”. The renunciation of the written form for approval requires a written agreement.

- 7) The Contractor undertakes in addition:
 - a) To bind in writing his vicarious agents as well as further employees who work with business documents or other “L+W” documents in accordance with this covenant.
 - b) To observe all applicable legal regulations governing data processing and explicitly the directive 95/46/EC of October 24, 1995 applicable at the registered office of the “Contractor” and at the registered office of “L+W”. (Any contractor whose registered office is in Spain must follow the basic law 15/1998 concerning personal data protection.)
 - c) To grant declared employees of all “L+W” companies access to the Contractor in order to review the handling of the project at the Contractor’s company during working hours, and especially whether the confidentiality agreement is met.
 - d) To communicate to L+W any conclusion of an order with a third party that is in connection with the business relation with “L+W” and to obtain all necessary approvals beforehand.
 - e) At the termination of the contract relationship with “L+W” to return all documentation and documents, data or all other physical forms of information, which were handed over or given to him or that he otherwise obtained, and to return also all copies or duplications of any kind. The “Contractor” has no right of retention in any instance. The Contractor is liable for completeness.

- 8)** The “Contractor” is liable for all damages that “L+W” may suffer from an even partial non-compliance with this binding agreement. In the event of even partial non-compliance of these obligations on the part of the “Contractor” or his vicarious agents, the “Contractor” will be subject to a contractual penalty of 50,000 € for each individual violation. Any objection to the continuity of these terms is excluded. The burden of proof rests with “L+W” to show that a particular matter subject to this confidentiality agreement has become known. The burden of proof rests with the “Contractor” to show that such a matter did not become public because of an act, an action, or an omission on his part or because of an act, an action, or an omission on the part of one of his employees.

The contractual penalty is due 14 days after the demand for payment. Regardless of the contractual penalty covenant, “L+W” remains entitled to claim compensation for damages and prejudices suffered as a result of a breach of this agreement.

- 9)** This obligation is valid for the duration of the contract relationship, and for a period of five years after the termination of the contract relationship, beginning with the full completion of the subject matter of the contract.
- 10)** No contract party will apply, or have applied, new industrial property rights (especially patents and or utility models) which rely on, or could involve information from other the contract party, without the prior written consent of the respective other contract party.
- 11)** The agreed upon contractual penalty will be immediately due when, without the prior expressly written release of “L+W”,
- a) components/products, operation sequences, design drafts, drawings, other documentations or publications of any kind are published (for example newspapers, trade fairs, internet, or others).
 - b) components/products, operation sequences, design drafts, drawings, other documentations or publications of any kind are passed on to third parties (among others, “L+W’s” competitors, end customers, or other persons or companies).
- 12)** If individual provisions or parts of provisions of this binding agreement should prove to be ineffective or unenforceable, or become ineffective or partially ineffective through legal or official decisions, the effectiveness or enforceability of the remaining provisions is not affected. The ineffective and unenforceable provision shall be replaced with an effective and enforceable provision which best meets the economic intentions of the parties.
- 13)** This agreement is valid for all current and future deliveries and services that the “Contractor” produces for or renders to “L+W”. It is also valid in the event that a “Contractor” submits a proposal in the future, regardless of whether a contract is granted on the basis of the proposal.

- 14) The “Contractor” acknowledges this covenant expressly through his written confirmation.
- 15) Exclusive court of jurisdiction is Dillenburg. The law of the Federal Republic of Germany applies.

Datum:

Signature and company stamp
Contractor

Signature and company stamp
Linde+ Wiemann