

Confidentiality agreement

WMF Group GmbH, Eberhardstraße 35, 73309 Geislingen/Germany

and

are considering collaboration in the field of ---.

For the exchange of technical and/or other information in this context the following is agreed:

1. All exchange of information as well as the fact of information exchange itself are regarded as confidential, unless the disclosing party expressly waives the confidentiality of their information.
2. Both parties undertake to keep confidential and not to disclose to third parties any drawings, sketches, other technical documents and samples put at their disposal by the other party as well as all commercial and technical information and know how - in whatever shape or form - as well as directly ensuing know how. Not classified as third parties are companies affiliated to the parties after these have been bound to confidentially. The information provided remains the exclusive property of the disclosing party including the right to file an application for trademark rights at home and abroad.
3. The aforesaid obligations are not valid for information that has been or will be made known to or put at the disposal of the receiving party legally by a third party or that they already have at their disposal outside the collaboration under consideration or that in any case is or will be verifiably in the public domain. The receiving party has to produce proof of this.
4. The information received may only be used for the purpose of considering a possible collaboration or for the collaboration itself, unless the disclosing party has given their written consent to using it for any other purpose.
5. The receiving party will draw the attention of any persons appointed by them to the confidentiality and consequently bind them to it.

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6. Minutes, to be drawn up on the topics of the exchange of information including the documents and samples made available (attachment to this agreement), are to be duly signed by the participants at the meetings of both parties. Furthermore, even without minutes this agreement is valid.
7. Regarding all results achieved in connection with the negotiations on the collaboration under consideration, both parties shall be entitled to the legal ownership appropriate to the contributions as recorded in the minutes or as communicated in writing. The parties shall decide on a projected use of or application for trade mark rights for these results in advance and based on the decision formulate a contractual agreement.
8. If at least one party establishes that a collaboration – for whatever reason – will not ensue, the parties shall immediately return the documents and samples provided by the respective other party with confirmation that no copies or other documentation has been made and/or retained.
9. A prospective collaboration is to be regulated by means of a separate contract which amends or even replaces the current agreement once signed.
10. This agreement comes into effect when duly signed by both parties and is subject to applicable International Covenants. Any dispute arising between the Parties in relation to or in connection with this agreement and its implementation shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one arbitrator appointed in accordance with such rules. Seat of the arbitration shall be Paris. Language of the arbitration shall be English.
11. The agreement expires 3 years after the date of signing. The clauses marked 7 and 9 are not affected by this.

Place & Date

Signature & Stamp Supplier

Place & Date

Signature & Stamp WMF Group GmbH