CONFIDENTIALITY AGREEMENT

FOR THE COOPERATION WITH OTTO FUCHS Dülken GmbH & Co. KG

Concerning: ……..

The Receiving Party is going to receive about a great amount of information on Research and Development, production or other know-how (corporate secrets) of OTTO FUCHS Dülken GmbH & Co. KG (OTTO FUCHS). In order to prevent any disadvantages for OTTO FUCHS the Receiving Party is obligated to keep secret any information obtained and to make use of it neither for itself nor for third parties nor in any other way.

Duty of secrecy comprises in particular

- all information obtained orally, in written form or by drawings, illustrations or in any other way. This includes among others information on: development projects, trials, offers, production facilities, facility operations, business processes, business relations and internal organization.

Duty of secrecy does not compromise information which

- prior to its disclosure was lawfully in the possession of the Receiving Party, or
- is in the public domain through no fault or cause of the Receiving Party, or
- can be shown to have been independently developed by the Receiving Party, or
- can be shown to have been lawfully known to the Receiving Party prior to disclosure, or
- is lawfully made available to the Receiving Party by a third party entitled to disclosure the same.

OTTO FUCHS reserves any rights to inventions based on the information received. The Receiving Party shall not use any trademark, service mark, logo or any corporate or business name of OTTO FUCHS.

The Receiving Party is obligated to bind all employees to keep this commitment for the duration of this Agreement – even beyond their employment with the Receiving Party, if legally applicable. Furthermore, the Receiving Party agrees to take any provision necessary to enforce this obligation.

This Agreement shall continue in full force and effect from the date signing for the duration of 10 years.

If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable, the remaining provisions shall be unaffected there off.
This Agreement shall be subject to and interpreted in accordance with the laws of Germany, and will be subject to the exclusive jurisdiction of the German laws.

....., …… ……..
Place, Date Receiving Party