between

**Hauff Technik GmbH & Co.KG**represented by CEO Dr. Michael Seibold

Robert-Bosch-Straße 9, 89568 Hermaringen

- hereinafter referred to as Hauff Technik -

**--Company Name--**
represented by
--street--, --postal Code-- --City--

--country--

- hereinafter referred to as –company name- -

**I.Preamble:**

The parties intend, within the scope of their future technical an economic collaboration, to exchange mutual product- and manufacturing-specific information. The parties commit, in accordance with the following provisions, to use these confidential information solely for the contractually agreed-upon purpose and not to disclose them to third parties.

**II. Mutual Obligations**

1. Confidential Information

Confidential Information, as defined in this agreement, includes but is not limited to all technical and non-technical information, including patents, trade secrets, drawings, models, developments, know-how, apparatus, equipment, algorithms, software programs, relating to current or future performance or products of both parties, especially information concerning research, experimental work, development, design, technical specifications, financial information, manufacturing methods, marketing and sales strategies, customer lists and business forecasts.

2. Marking of Confidential Information

All information disclosed by one party to the other, whether in written, oral or visual form, is generally considered confidential unless expressly marked as non-confidential.

3. Use of Confidential Information

The parties undertake not to use information labeled as confidential for purposes other than those agreed upon or to disclose such information to third parties without the prior written consent of the other party.

4. Employee Information

The parties will only disclose confidential information to their employees to the extent necessary to achieve the purpose contractually agreed upon between the parties. Such disclosure is only permissible to those employees who have been obligated by the respective party to a confidentiality agreement corresponding to this contract.

5. Documents

All documents and materials provided by one party to the other under this agreement remain the property of the respective party. The other party has no right of retention in this regard if the documents and materials are requested to be returned, which each party is entitled to do at any time.

6. Rights

The parties agree that the other party does not acquire any rights to the information and documents provided to them under this agreement. Each party acknowledges that all confidential information of the other party is its exclusively protected property and may not be used in any manner whatsoever without the prior written consent of the other party.

Without the prior written consent of the other party, rights and obligations under this agreement may not be transferred.

7. Penalty Clause

If a party violates its obligations under this agreement, is shall be liable for a penalty of up to EUR 50,000.00 for each instance of non-compliance, excluding the defense of continuity.

The amount of the penalty shall be determined by the party adhering to the contract at its reasonable discretion. The party in violation bears the burden of proving that the breach of the agreement was not due to fault.

8. Duration of Contract

This agreement is initially concluded for a period of 5 years from the date of signing. The contract will be automatically renewed for an additional year unless terminated with a notice period of 3 months before the expiration date, initially at the end of the basic contract term.

The right to terminate the contract for good cause remains unaffected. Good cause includes, in particular, the termination of business relations between the parties for any reason.

However, the confidentiality obligations arising from this agreement are unlimited in duration and continue indefinitely for the confidential information exchanged between both parties.

**III. Final Provisions**

This contract represents the complete agreement of the contracting parties. Oral side agreements do not exist. Changes to this agreement require written form for their effectiveness. This also applies to the modification of the written form requirement.

The law of the Federal Republic of Germany shall exclusively apply to all matters arising from this contract and any related issues. The place of jurisdiction is the court locally competent for the registered office of Hauff-Technik.

If parts of the agreement are or become ineffective, the parties agree that the ineffective part shall be replaced by a provision that economically comes closest to the originally intended regulation.

Hermaringen,on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ --Location--,on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Hauff Technik GmbH & Co.KG --company name--