

# Non-Disclosure Agreement

**Company**

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## **1.**

Considering that Kieback GmbH & Co. KG and the partner (hereinafter "Party" or "Parties") exchange information within the framework of future projects and wish to avoid misuse of this information, Kieback GmbH & Co. KG and the Partner enter into the following Non-Disclosure Agreement ("Agreement"). If a more specific non-disclosure agreement has already been concluded, such an agreement shall take precedence over this Agreement.

## **2.**

### **2.1**

As with a Party „ associated enterprise“ will hereafter be called a company, that is directly or indirectly controlled by this party, controls the party, is grouped with that party under a single management or is under joint control with that party, whereby control will also be assumed if the company has at least 50% of the ownership or voting rights.

### **2.2**

An enterprise is hereinafter referred to as a 'competitor' of a party if,

- that enterprise offers goods or services which, from the point of view of a typical customer, are interchangeable with the goods or services offered by that party (i.e. comparable in particular in terms of characteristics and price and intended use), or
- it appears likely, on the basis of concrete evidence, that this enterprise will offer such goods or services within a short period of time.

## **3.**

### **3.1**

This Agreement covers all information disclosed, directly or indirectly, by one Party or an entity associated with that Party under the "Project", whether or not that information has been disclosed to the other Party or an entity associated with it.

### **3.2**

Each Party must keep the information disclosed to it confidential and may use it only in connection with the project. In particular, the Parties undertake not to disclose such information to third parties or otherwise make it available to third parties and to take all reasonable steps to prevent third parties from gaining access to such information. The Parties shall ensure to each other that their related companies receiving information under this project also comply with this Agreement. The employees of the Parties shall not be considered third parties for the purposes of this Agreement if they are subject to corresponding confidentiality obligations (e.g. in an employment contract) under this Agreement.

### 3.3

If and to the extent necessary in connection with the project ("need-to-know principle"), one Party may disclose information to its related companies and contractually associated third parties (e.g. cooperation partners and subcontractors), unless this has been excluded in individual cases for specific information, provided the recipient is not a competitor of the other Party and this is legally permissible. The Parties are mutually responsible for ensuring that the recipient is subject to and complies with appropriate obligations prior to disclosing the information contained in this Agreement.

### 4.

Information covered by this Agreement includes, but is not limited to, non-public trade secrets, know-how or results of the other Party exchanged in the course of the project, description and existence of the project, the proposed schedules, the other Party's objectives and ideas in connection with the project, other non-public information, in particular knowledge of internal conditions and processes which one Party obtains through the other Party within the framework of the project (e.g. also within the scope of a visit or meeting), as well as any documents and information of the respective other Party, which are marked as confidential or are to be regarded as confidential according to the kind of information or the circumstances of the transmission of the information.

### 5.

With regard to legal provisions protecting intellectual property, confidentiality obligations apply equally to information containing protectable inventions that have not yet been registered.

Each Party remains the owner of the information it discloses. Except for the limited right to use information within the framework of the project, the signing of this Agreement or the disclosure of information under this Agreement does not expressly or implicitly grant any right to use or exploit such information (including, but not limited to, know-how, patents, copyrights or other proprietary rights applied for or granted herein). The disclosing Party reserves all rights thereto.

### 6.

This Agreement shall enter into force upon signature by all Parties (possibly retroactively to the first exchange of information in the Project) and shall apply for a period of 5 years ("Project Duration") from the date of signature of this Agreement. The confidentiality obligations of the Parties shall continue to apply for a period of 3 years after the end of the project duration.

### 7.

The confidentiality obligations under this Agreement shall not apply if and to the extent information is or becomes public knowledge without breach of this Agreement, or was lawfully obtained from a third party, or was already known to the receiving Party prior to disclosure by the other Party, or due to mandatory court action, (b) the information must be disclosed in accordance with any governmental or statutory regulation or order, keeping disclosure to a minimum, and the receiving Party must inform the other Party in writing prior to the intended disclosure, unless this is unreasonable or has been developed independently by the receiving Party without use of or reference to the information of the other Party.

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The same applies to information arising from a development by the Disclosing Party on behalf of the Receiving Party, but for which no separate development agreement has been entered into with a non-disclosure clause superseding this Agreement.

The Party invoking one or more of the above exceptions shall provide evidence of the facts on which it is based.

**8.**

The Parties shall comply with the relevant export control laws and regulations.

**9.**

Amendments and/or supplements to this agreement must be made in writing. The formal requirement of written form can only be waived in writing.

**10.**

Should any provision of this agreement be or become invalid, this shall not affect the validity of the remaining provisions. The Parties are obliged in good faith and within reason to replace the invalid provision with a valid provision that is equivalent in economic success, provided that this does not result in a substantial change to the content of this agreement.

**11.**

This Agreement is subject to the law of the Federal Republic of Germany with exclusive jurisdiction in Osnabrück, unless otherwise prescribed by law.

Company: Kieback GmbH & Co. KG

Place/Date: \_\_\_\_\_

Name: \_\_\_\_\_

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**12.**

Appendix 1: **Recognition of the Non-Disclosure Agreement**

Appendix 2: **Quality Assurance Agreement (QSV)**

Appendix 3: **Conditions of Purchase**

Appendix 4: **Logistics Guide**

Appendix 5: **Sustainability guideline**

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**Appendix 1: Recognition of the non-disclosure agreement**

We hereby confirm that we have read and understood the non-disclosure agreement of Kieback GmbH & Co. KG and have taken note of and acknowledge it.

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Place / Date

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Supplier / Company stamp

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Signature

Please complete this page and return it by e-mail to: [n.vossel@ksg-mobility.com](mailto:n.vossel@ksg-mobility.com)

Or send a copy of this page filled out back to :

Kieback GmbH & Co. KG  
Dept. Purchasing  
Kiebitzheide 2-4  
D-49084 Osnabrück, Germany

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### **Appendix 2: Quality Assurance Agreement (QSV)**

See also applicable documents. If the "Quality Assurance Agreement (QAA)" does not exist, the purchasing department of Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

### **Appendix 3: Conditions of purchase**

See also applicable documents. If the "Conditions of Purchase" are not available, the purchase of the company Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

### **Appendix 4: Logistics guide**

See also applicable documents. If the "Logistics Guide" is not available, the purchasing department of Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

### **Appendix 5: Sustainability guideline**

See also applicable documents. Should the "Sustainability guideline" not be available, the purchasing department of Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

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<b>Rev.</b>	<b>Change</b>	<b>Modified by</b>	<b>Checked by</b>	<b>Approved by</b>	<b>Date</b>
01	Creation	Mr Hane	Mr. Ozolnieks	Mr. Ozolnieks	02.05.2018
02	Logo changed	Mr Hane	Mr. Ozolnieks	Mr. Ozolnieks	08.04.2019
03	Attachment edited	Mr Hane	Mr. Ozolnieks	Mr. Ozolnieks	16.05.2019
04	Website changed	Mr. Ozolnieks	Mr Hane	Mr Hane	14.06.2019