



## FB | Non-Disclosure Agreement NDA

between

**KAISER Aluminium-Umformtechnik GmbH**  
**Hohenkreuzstraße 15**  
**78655 Dunningen-Seedorf, Germany**

represented by the Managing Director **Mr. Stefan Kruck, Mr. Thomas Schinle**

- referred to as "KAISER" below -

and

.....  
Full company name

.....  
Street

.....  
City

- referred to as "Partner" below -

Both parties intend to establish business relations, in particular with regard to the following joint project **New joint project(s)** combined with the intention to exchange confidential information in this context.

In particular, it is intended to create the prerequisites for considering the reciprocal placing of individual orders; for this purpose, it will be necessary to disclose to the other Party confidential technical information and documents, which belong to the secret state of knowledge and know-how of the respective other Party. For the protection of business secrets of the respective Party in this regard, both Parties agree to the following:

- I. KAISER and Partner undertake to treat with strict confidentiality and to keep secret all communications, information, registered designs and patents (copyright), plans, drawings, models, goods, materials, samples, part lists, technical and process know-how, dimensioning documents, design details, operating and process data as well as other communications and documents, referred to as "CONFIDENTIAL COMMUNICATIONS" below, which are provided to them within the framework of future negotiations or business relations by the respective other Contracting Party as well as by independent trade

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representatives; unless both Parties have agreed in writing beforehand to disclose to a named third party information belonging to these CONFIDENTIAL COMMUNICATIONS.

For the above mentioned information the contracting party reserves all rights (including copyrights and the right to register industrial property rights).

KAISER and Partner will take care to ensure that these CONFIDENTIAL COMMUNICATIONS are not made directly or indirectly accessible to unauthorized third parties, in particular competitors, and will impose – within the framework of applicable statutory provisions – corresponding obligations on their respective employees and/or other persons involved. Information and development results may only be passed on to affiliated companies with the written consent of the respective other contractual partner.

All drawings, sketches, models, information, calculations, data and data files, memos, notes, specifications, test results, etc., concerning the know-how belonging to one Party and coming into the possession of the other Party shall remain the property of the former Party. They must be stored in such a way that they are inaccessible to unauthorized persons and returned to the respective other Party at any time at the request of the former Party without restriction, unless they have to be archived due to legal requirements or requirements relevant to liability.

- II. In addition, both Parties expressly undertake not to use or have used for their own purposes, including in the context of their respective business activities, the information made available to them in the context of these business relations and belonging to the CONFIDENTIAL COMMUNICATIONS.

Unless agreed upon otherwise in writing on a case-by-case basis between KAISER and Partner, the Contracting Parties shall only use the information for objects processed in direct collaboration.

- III. The confidentiality obligations and restrictions on use imposed on the Parties by this obligation do not extend to such knowledge and/or experience, which

- a) was developed by the respective Party and/or has demonstrably already been in its possession prior to receiving it from the respective other Party;
- b) is or becomes publicly known at the time of notification by one Party to the respective other Party or thereafter, without action or omission by the latter Party; or
- c) provided to the respective Party by third parties without restrictions on disclosure, as long as such third parties are not subject to any contractual or statutory obligation to keep such information confidential;

cases (a), (b) and (c) are not regarded as the granting of rights, whether expressly or tacitly.

For the purposes of this Agreement, specific information shall not be deemed to be within the scope of the above exceptions because it is covered by the more general information within the scope of the above exception. In addition, no combination of details shall be considered to be within the scope of the above exceptions, even if certain details of that combination are covered by the exceptions, the combination as such is not.

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IV. If one Party passes on information or documents belonging to the CONFIDENTIAL COMMUNICATIONS of the respective other Party, or passes on the required consent on the part of the latter Party to third parties or uses them for its own purposes or has them used by third parties, the former Party shall be obligated to compensate the respective other Party for any loss or damage arising therefrom.

V. The Parties shall endeavor to settle amicably by mutual agreement all disputes arising out of this Agreement and/or about its validity.

If, despite such efforts, an agreement is not reached, all disagreements relating to this Agreement shall be finally settled under the Rules of Arbitration by by the Rules of Arbitration of the German Abitration Institute (DIS) to the exclusion of the ordinary courts of law.

The court of arbitration is located at the Chamber of Commerce in Villingen-Schwenningen.

This Agreement shall be valid for a period of 5 years from the date of signature by both Parties. This period shall be extended by one year at a time, unless terminated in good time 6 months prior to expiry of the respective contract term, - in writing by registered letter - this agreement.

VI. Each contracting party has the right to terminate this contract prematurely with a registered letter without notice if the other contracting party violates an essential contractual obligation and has not remedied this violation despite written reminder within 30 working days.

VII. Both Parties agree that all documents, records, information, products, prototypes, drawings that were mutually exchanged are returned to the respective owner immediately upon termination of the negotiations or business relations, unless they have to be archived due to legal or liability requirements.

VIII. The contracting parties are aware, that

- a) the violation of trade and business secrets is prosecuted and punished according to the provisions of the German Law on the Protection of Trade Secrets (GeschGehG);
- b) the party who violates trade and business secrets is obliged to compensate the resulting damage on the basis of the provisions of the GeschGehG, and
- c) the illegal alteration of data and sabotage of data processing systems according to §§ 303a and 303b German Penal Code (StGB) is punishable by imprisonment for up to 2 or 5 years.

IX. In the event of further development or other agreements, rights, licenses and other rights of use to the Confidential Information shall be regulated separately therein - however, there shall be no obligations to guarantee the correctness or completeness of the information communicated or to grant a contractual partner licenses to industrial property rights or copyrights that go beyond the right of use of this agreement.

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- X. There are no verbal side agreements. Amendments or supplements to this agreement - including this clause X - must be made in writing and signed by both contracting parties in order to be legally effective.

Should one or more provisions of this agreement be invalid, become invalid or contain a loophole, the remaining provisions shall retain their validity. The ineffective or missing provisions shall be replaced by a provision that best reflects the economic purpose of the ineffective or missing provision.

Twice executed and signed.

**Schramberg, date**

**KAISER Aluminium-Umformtechnik GmbH**

.....  
Full company name

.....  
First and last name in block letters

.....  
First and last name in block letters

.....  
Date / signature

.....  
Date / signature