

BE-038 Confidentiality Agreement

Confidentiality Agreement

between the Customer

and

the Supplier

Veyhl GmbH
Schwarzwaldstraße 2-8
75389 Neuweiler- Zwerenberg
Germany

hereinafter referred to as VEYHL

hereinafter referred to as RECIPIENT

Veyhl and the recipient agree on the following:

1. **Scope of this Agreement**
Over the entire business relationship, the RECIPIENT shall receive confidential information from Veyhl regarding projects, and product development and use.
2. **Scope of confidentiality**
Confidential information pursuant to this Agreement refers to all VEYHL know-how in the form of documentation, sketches, drawings, data, prototypes, reports and other documents – hereinafter referred to as "INFORMATION" – that is made available to the RECIPIENT in verbal, written or any other form. This agreement covers the complete exchange of information over the course of the business relationship.
 - 2.1 The following areas are covered by the confidentiality provisions:
 - Product idea and its implementation
 - Development & design (outer design)
 - Engineering
 - Production
 - Price agreements
 - Confidential information and agreements
3. **Confidentiality**
 - 3.1 The RECIPIENT agrees not to disclose or make available INFORMATION to third parties and to disclose INFORMATION only to employees that are subject to confidentiality obligations accordingly and to take all reasonable precautions to prevent third party access to this information. In addition, the RECIPIENT shall undertake to ensure its employees maintain confidentiality.
 - 3.2 The RECIPIENT agrees not to use the mutually exchanged INFORMATION without specific written authorisation. VEYHL reserves all rights to the INFORMATION, particularly in relation to the acquisition of property rights.

- 3.3. The confidentiality obligations set out in this Agreement shall not apply, or shall no longer apply, should the information in question be proven
- to have already been disclosed (commonly known, part of the state of the art, etc.) and thus no longer confidential or eligible for protection. If a development is disclosed at a later date, the obligation shall therefore cease as of this date;
 - to have become public knowledge through no fault of the partner; or
 - to have been or to be legally obtained by a third party; or
 - to already be available to the partner.
- In this respect, the burden of proof shall be on the RECIPIENT.
- 3.4 On request, the RECIPIENT agrees to promptly return and/or delete any documents and data obtained and not to retain any copies thereof.
- 3.5 The confidentiality obligation shall commence with the disclosure of information of any kind to the RECIPIENT through VEYHL during the entire business relationship and ends when and if the information concerned is proven to have become generally known.
4. The RECIPIENT is aware that the violation of operating and business secrets pursuant to Sections 17 and 18 of the UWG [German Act Against Unfair Competition] is an offence, and any entity that infringes the business and trade secrets is obligated to compensate for resulting damage.
5. Place of performance and jurisdiction
This Agreement is subject to German Law. The exclusive place of jurisdiction for disputes under this Agreement is the competent court of Stuttgart.
Amendments must be in writing.
6. In the event that one or more provisions of this Agreement is or becomes invalid, the validity of the other provisions shall remain unaffected.

Zwernberg, Germany, dd mmmm yyyy

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Veyhl signature

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Signature