

RL-005	Non-Disclosure Agreement	
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Non - Disclosure Agreement

Between the customer and **the supplier**

TECKOS GmbH Karl-Wackenhut-Straße 1 72213 Altensteig-Überberg	_____ _____ _____
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hereafter referred to as TECKOS hereafter referred as the RECIPIENT

TECKOS and the recipient agree to the following:

1. Scope

The RECIPIENT will receive confidential information on projects, project developments and areas of application from TECKOS throughout the duration of the business relationship.

2. Scope of the Confidentiality Obligation

Confidential information within the scope of this agreement is all know-how in the form of documents, sketches, technical drawings, data, prototypes, reports and all other documents provided by TECKOS – hereafter referred to as ‘INFORMATION’ – which are made available to the RECIPIENT either in verbal, written or any other form. This includes the full extent of the information exchange throughout the duration of the business relationship.

2.1. The confidentiality obligation includes the following areas:

- Product idea and implementation
- Research & development, design (external design)
- Construction
- Production
- Price agreements
- Confidential information and agreements

3. Confidentiality

3.1. The RECIPIENT is obligated not to pass on or make available INFORMATION to third parties and to only allow access of this INFORMATION to staff who are subject to the confidentiality obligation and to ensure that all necessary measures have been made to prevent third parties from having access to this information. Furthermore, the RECIPIENT agrees to ensure that absolute confidentiality will be maintained by their staff.

3.2. The RECIPIENT agrees not to utilize/exploit any INFORMATION mutually exchanged between them, without explicit written permission. TECKOS retains all rights to the information, especially in respect of industrial property rights (e.g. patents etc.)

3.3. The confidentiality obligations in this contract are not or no longer valid, when and insofar that the verified information is:

- already public knowledge (generally known, state-of-the-art) and therefore no longer confidential or patentable. If a patency expires, then the obligation expires as of this date.
- made public knowledge through no fault of the business partner
- was or will be obtained legally by third parties or
- already verifiably available/owned by the business partner

The RECIPIENT bears the burden of proof.

3.4. The RECIPIENT is obligated to return or delete all documents and data and copies thereof upon request.

3.5. The confidentiality obligation starts with the transfer of any type of information to the RECIPIENT by TECKOS during the whole business relationship and ends when and insofar that the respective information has been verified as public knowledge.

4. The RECIPIENT knows that violation of company and trade secrets is liable to prosecution according to Sections 17, 18 UWG (Unfair Competition Act) and those who violate company and trade secrets are liable to compensate for any resulting damage.

5. Jurisdiction and Fulfilment

This agreement is subject to German law. The exclusive courts of law for legal disputes in this contract are the respective courts in Stuttgart, Germany. Any amendments or supplements to this agreement must be made in writing.

6. If any stipulation of this agreement should be or become invalid, in whole or in part, this shall not affect the validity of the remaining stipulations.

Überberg, Date:

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TECKOS Signature

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Supplier Signature