

Agreement of confidentiality

between

A + E Keller GmbH & Co KG
Niedereimerfeld 10

D-59823 Arnsberg

and

- (both companies named partners in the following) –

In the context and cooperation / construction / development of an innovative process / tool / asset in order to manufacture relevant products both partners agree mutually the following:

1. Subject of the contract and scope

1.1. This agreement of confidentiality is valid for all kinds of information and knowledge that deserve protection. Especially all kinds of information and knowledge that is shared during consulting phases, pre-discussions as well as during time lapse. Information and knowledge that deserve protection are especially:

1.1.1. all product specific knowledge, data, flow charts, samples, documents, technical drawings, process descriptions, materials, plant and manufacturing processes, compositions, prototypes, economic and financial figures which are shared between the partners.

1.1.2. explanations, drafts, solutions, operations, knowledge regarding patents, licences, copy rights etc. which occur during the development process as well as order processing and which are suitable for industrial property rights protection.

1.1.3. classifications, quantities, information about transport and packaging, prices, price calculations, customer and supplier relations.

1.2. The partners commit themselves not to use gained information and knowledge for other own purposes as well as orders from other third parties. The partners make sure that employees follow this agreement and only relevant employees that are involved in the relevant project get access to confidential information, data, knowledge etc.

1.3. The agreement of confidentiality is not valid for information or parts that are demonstrably and under proof

- available in public before the date this agreement was signed
- have been available in public after this agreement has been signed but none of both parties was responsible for spreading the relevant information
- have been shared by authorized third parties
- belonging to audits for checking the implementation of this agreement

1.4. In case both partners exchange information about other / additional products or projects these information are part of this agreement.

2. Third party relationship/ disposition

2.1. The above mentioned information and knowledge are not to be shared with any third party without the written approval of one of the partners. Additionally access to the mentioned information by any third party is prohibited. In case sub-suppliers are needed in order to fulfill the tasks and if due to practicable reasons the other party has not been notified the instructing party has to secure that it keeps agreements of confidentiality with its sub-suppliers on its own. The partners are liable for their employees and instructed relevant third parties.

2.2. All documents belonging to this agreement have to be presented to the other partner on demand but latest by terminating this agreement. At the end of the business cooperation all documents, copies etc. have to be returned to the other partner or destroyed (written proof necessary). Both partners will not keep any records after terminating their cooperation and this agreement. Excluded are documents that have to be stored due to law or data back ups for proven security purpose.

A.+E. KELLER Kaltumformtechnik 	Formular
	Agreement of confidentiality
	Document No. F 51-02

3. Property rights

- 3.1.** The property rights on shared information are only available to both partners. It does not matter if they have been or will be registered.
- 3.2.** The partners commit themselves not to attack the existing property rights that have been shared by the other partner. Furthermore the partners will not support any third party attacks to the mentioned property rights.

4. Contract duration

This contract enters into force as of the legally binding signature of both partners.

This agreement of confidentiality is valid and does not differentiate any pre-discussion, serial or ending phase inside the cooperation of both partners. It is valid as well in case some clauses of the supply contract will become invalid. The duration of the contract is 10 years and will extend itself for another calendar year automatically (unlimited)

5. Miscellaneous

- 5.1.** Changes of this agreement deserve written form.
- 5.2.** In case single clauses of this agreement become invalid or are to be considered as not practicable both partners agree on changing these clauses to those that are more practicable but keep the purpose.
- 5.3.** Any claims or disputes belonging to this agreement or its execution will be taken for decision to the Schiedsgerichtsordnung der deutschen Institution für Schiedsgerichtsbarkeit e.V. (DIS) excluding the ordinary legal process. The decision of the arbitral court is binding for state courts.
- 5.4.** Applicable law is the law of the Federal Republic of Germany. Place of jurisdiction is Arnsberg.

A. + E. Keller GmbH & Co. KG

Supplier

Date, Name, Signature

Date, Name, Signature
