



CONFIDENTIALITY AGREEMENT

Between

(Partner) Xxxx

Street

Zip Code City - Country

- hereinafter "**Partner**"-

and

NBHX TRIM GROUP

Legally valid firm name

Street

Zip Code City - Country

- hereinafter "**NBHX**"-

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This Non-Disclosure Agreement (“Agreement”) is entered into on _____ (“Effective Date”) between _____ (“Partner”) and the afore mentioned selected companies of NBHX Trim Group (“NBHX”) hereafter also referred to as "Party" or "Parties".

The Parties wish to disclose confidential or proprietary information for the purpose of conducting and realizing projects or for the purpose of creating or maintaining business relationships (the “Purpose”), and agree to protect their information on the terms set forth below:

1. Definitions

“Confidential Information” means confidential information that is disclosed by one Party and/or its Affiliates (the “Disclosing Party”) to the other and/or its affiliates (the “Receiving Party”) and which is (a) classified in writing or orally as confidential at the time of disclosure, or (b) in any other manner classified as confidential at the time of disclosure.

Confidential Information shall include, but shall not be limited to, the following – regardless of who has prepared such information:

- a. Technical and non-technical information in any form, as e.g. source codes, drawings, sketches, process charts, software programs, memoranda, analysis, reports etc.
- b. description of projects, schedules, objectives and ideas for the performance of projects, know – how and results obtained in or applied within the scope of projects
- c. Customer lists, marketing plans, product lists etc.
- d. financial information or information about business policies or practices
- e. Quotes or pricing information exclusively prepared for Receiving Party.

Confidential Information does not include information that the Receiving Party can show:

- a. was known to the Receiving party at the time of disclosure, or
- b. was publicly available or known at the time of disclosure, or
- c. became publicly available or known subsequent to disclosure through no fault of the Receiving Party, or
- d. has been obtained from a third party having no obligation of confidentiality, or
- e. has been independently developed by the Receiving Party without making use of Confidential Information.

“Affiliate” shall mean any other entity directly or indirectly controlling, controlled by or under common control of the Party under this Agreement or under Governing Law, e.g. a subsidiary or parent company. For the purpose of this Agreement Affiliates shall not be deemed to be third parties.

2. Non Disclosure

Each Party agrees to keep Confidential Information received from the other Party strictly confidential and not to disclose such information to any third party and also to handle Confidential Information with the same degree of care as it uses for its own information, however not less than common reasonable care.

3. Allowed Disclosure

- a. Each Party may make Confidential Information received from the other Party available to officers and employees, consultants, sub-suppliers, sub-contractors, advisers and Affiliates whose knowledge of the Confidential Information is essential. The parties undertake that these recipients of Confidential Information adhere to the terms of this Agreement.
- b. If a Party is required to disclose confidential information to a public or judicial authority, the party may do so. The other party is to be informed before disclosure if permissible by law and the disclosure is to be limited to the minimum extent permissible.

4. Term

The term of this Agreement is 8 years after the Effective Date. The terms of confidentiality with regards to Confidential Information remain binding for 5 years after the Agreement's expiration date.

5. Return of Information

Each Party shall, at the expiration of this Agreement or during the term of this Agreement destroy or return Confidential Information received from the other party and any copies thereof within thirty (30) days after the Disclosing Party's request. This does not apply to copies that have to be retained due to applicable compulsory law.

6. Proprietary Rights, Warranty

No intellectual property right is granted or implied by the conveying of Confidential Information to another party. Proprietary rights remain unaffected by such conveyance. None of the Confidential Information, which may be disclosed, shall assurance, warranty or guarantee.

7. Remedies

Each Party acknowledges that breach of this Agreement may cause the Disclosing Party irreparable harm that cannot be adequately compensated by money. Notwithstanding the foregoing, the breaching Party shall reimburse the other Party for any damages, reasonable costs and expenses the other Party incurred in association with the Agreement breach.

8. Relationship Created

This Agreement does not constitute or imply any commitment to enter into any business arrangement.

9. Commitment, Written Form

This Agreement constitutes the entire agreement between the Parties with respect to its Purpose and supersedes all prior agreements relating thereto. No modification this Agreement will be effective unless made in writing and signed by authorized representatives of the Parties. This Agreement shall be binding to each Party's respective successors or assignees.

10. Severability

In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions of this Agreement remain unaffected thereby. The invalid part of the Agreement is to be replaced by provisions coming reflecting to original intend of the parties and being permitted by applicable law.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed within the laws of Germany without regard to principles of conflicts of laws and the terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG).

NBHX | name, function (block letters)

NBHX | name, function (block letters)

NBHX | (date / signature)

NBHX | (date / signature)

Partner | name, function (block letters)

Partner | (date / signature)