

CONFIDENTIALITY AGREEMENT

Between

**(Partner) Xxxx**StreetZip Code City - Country
 - hereinafter "**Partner**"-

and

**NBHX TRIM GROUP**

**Legally valid firm name**

Street

Zip Code City - Country

- hereinafter "**NBHX**"-

This Non-Disclosure Agreement (“Agreement”) is entered into on       (“Effective Date”) between       (“Partner”) and the afore mentioned company 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:

# 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 and whether information was classified as mentioned before:

1. Technical and non-technical information in any form, as e.g. source codes, drawings, sketches, process charts, software programs, memoranda, analysis, reports etc.
2. 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
3. Customer lists, marketing plans, product lists etc.
4. financial information or information about business policies or practices
5. Quotes or pricing information exclusively prepared for Receiving Party
6. Personal data according to data protection laws
7. Other trade secrets according to trade secrets laws
8. any documents and information which are the subject of technical and organizational confidentiality measures, or which are to be regarded as confidential according to the nature of the information or the circumstances of the transmission.

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

1. was known to the Receiving Party at the time of disclosure, or
2. was publicly available or known at the time of disclosure, or
3. became publicly available or known subsequent to disclosure through no fault of the Receiving Party, or
4. has been obtained from a third party having no obligation of confidentiality, or
5. has been independently developed by the Receiving Party without making use of Confidential Information.

For the purpose of this Agreement Affiliates shall not be deemed to be third parties.

“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.

# 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.

Internally both Parties limit the disclosure of Confidential Information to a possible small group of persons and to cooperation within the framework of the purpose (need-to-know principle). Employees are to be obliged to maintain secrecy, unless they are already required to do so on the basis of their employment contract.

Without prior consent of the Disclosing Party, the Receiving Party will not disassemble, reconstruct or reverse engineer Confidential Information.

Both Parties shall take all necessary measures to prevent unauthorized knowledge and use of Confidential Information by third parties.

NBHX is permitted, taking into account the legitimate interests of the Partner, to satisfy itself of the proper scope and condition of the Partner’s security measures. The Partner accepts that audits will be carried out for this purpose, in which access to relevant facilities, systems and documents must be granted.

# Allowed Disclosure

1. 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.
2. 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.

# 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.

# Return of Information

The Parties will immediately return documents that they have received from the other Party in connection with the cooperation to the respective information provider after termination of the cooperation or termination of the contract for cooperation.

At the request of NBHX and without request at the latest after the purpose of the cooperation has been achieved, the Partner is obliged to return or destroy all Confidential Information, including copies thereof, within thirty (30) working days of receipt of the request or after completion of the project (including electronically stored Confidential Information), unless agreed or statutory retention obligations prevent this.

The destruction of electronically stored Confidential Information takes place through the complete and irrevocable deletion of the files or irretrievable destruction of the data carrier. In the case of electronically stored Confidential Information, complete and irrevocable deletion means that the Confidential Information is deleted in such a way that any access to this information becomes impossible, whereby special deletion procedures (e.g. by means of "wiping") must be used that meet the recognized standards (e.g. standards of the Federal Office for Information Security).

Excluded from this are – in addition to Confidential Information, with regard to which there is a retention obligation – Confidential Information whose destruction or return is not technically possible, e.g. because it was stored in a backup file due to an automated electronic backup system for backing up electronic data; this also includes the technically necessary provision of master data (e.g. personnel or customer numbers), which is necessary to establish a link to the archived information.

At the request of NBHX, the Partner must assure in writing that he has completely and irrevocably deleted all Confidential Information in accordance with the provisions of the above paragraphs and the instructions of NBHX.

# Proprietary Rights, Warranty

By providing Confidential Information, no industrial property rights are transferred and no new industrial property rights are created. Property rights are not affected by the transfer and no rights of use or exploitation are granted with the exception of use for the above-mentioned purpose. The Receiving Party must refrain from exploiting or imitating the Confidential Information economically in any way itself or by third parties outside the purpose. In particular, it is necessary to refrain from filing industrial property rights on Confidential Information or to carry out publications that are harmful to novelty.

The disclosure of Confidential Information does not constitute an assurance, warranty or other guarantee.

# Antitrust Law

Both Parties ensure that antitrust requirements are complied with as part of their cooperation. If the Parties are in a competitive relationship in a market, compliance with antitrust obligations is checked with particular caution and necessary measures are implemented under the responsibility of each Party.

# Data Protection Law

Both Parties ensure that persons working in data processing are informed about the confidentiality of personal data and are obliged to comply with the data protection requirements with regard to personal data in accordance with the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

Also in case of partners who are based outside the EU or Germany, a level of data protection comparable to the GDPR and BDSG with regard to personal data must be observed.

The unauthorized processing of personal data is prohibited.

# Legal Consequences, Damages

The Parties are aware that the breach of the confidentiality obligation may have legal consequences under civil law, competition law and criminal law.

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.

# Relationship Created

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

# 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.

# 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.

# 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).

In the event of dispute the courts with local and professional jurisdiction for the registered office of NBHX shall be competent.

|  |  |
| --- | --- |
|  |  |
| **NBHX |** name, function (block letters) |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **NBHX |** (date / signature) |
| **NBHX |** name, function (block letters) |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **NBHX |** (date / signature) |
| **Partner |** name, function (block letters) |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **Partner |** (date / signature) |