



NON-DISCLOSURE AGREEMENT

between

S.M.A. Metalltechnik GmbH & Co. KG
Karl-Ferdinand-Braun-Straße 9
71522 Backnang

– hereinafter referred to as "SMA"

and

Company name

Address 1

Address 2

- hereinafter referred to as "Partner" -

In view of the fact that the Parties

- intend to exchange Confidential Information and
- to avoid misuse of such information,

the Parties agree as follows:

1. SMA and the Partner wish to exchange Confidential Information with respect to the following project:

Air conditioning lines with internal filter

2. The Parties hereby undertake to treat all information obtained directly or indirectly from the other Party in the course of the Project as strictly confidential and to use such information only in connection with the Project described in clause 1. The Parties mutually undertake not to disclose this information to Third Parties or to make it available to Third Parties in any other form and to take all reasonable precautions to prevent Third Parties from accessing this information. Third Parties are not affiliated companies (within the meaning of Section 15 AktG) of SMA.
3. Information according to the above clause 2. is in particular
 - Know-how or results obtained or used within the course of the project,
 - Description of the project,
 - The envisaged timetables, objectives and ideas for the execution of the project,
 - Other non-publicly available information that the Parties obtain about each other in the course of the Project.
4. The parties undertake to refrain from all activities that could lead to the destruction or manipulation of data files.
5. The confidentiality obligations under this Agreement shall also extend to all employees and agents of the Parties irrespective of the nature and legal form of the cooperation. The Parties undertake to impose corresponding confidentiality obligations on this group of persons, insofar as this has not already been done.
6. The confidentiality obligations under this Agreement shall survive the termination of the project described in clause 1.

7. The confidentiality obligations under this Agreement shall not apply if and to the extent that the information concerned is demonstrably

- is generally known or
- becomes generally known through no fault of the respective Party obligated to maintain confidentiality, or
- has been lawfully obtained from a Third Party.

8. The Parties are aware that

- the infringement of trade and business secrets is punishable under Sections 17 and 18 of the German Unfair Competition Act (UWG) and may be punished by imprisonment for up to five years,
- the Party infringing trade or business secrets is obliged to compensate for the resulting damage also pursuant to Section 19 UWG, and
- and the unlawful alteration of data and computer sabotage is punishable under Sections 303a and 303b of the German Criminal Code (StGB) and may result in a custodial sentence of up to two and five years, respectively.

9. The exclusive place of jurisdiction, unless otherwise prescribed by mandatory law, for all disputes arising out of or in connection with this Agreement shall be Backnang. All disputes are subject to the law of the Federal Republic of Germany.

Backnang, _____

S.M.A. Metalltechnik GmbH & Co. KG

Ort, _____

Company name
