



**Loading systems • Filling systems • Palletizers • Conveyors
Compact storage systems
Ship loading systems**

Non-disclosure agreement

Between _____ Company name
_____ Street/No.
_____ Postcode/Town or city

(hereinafter **contracting parties**)

and **SMB International GmbH**
Friedrich-List-Strasse 3-5
25451 Quickborn
Germany

(hereinafter **SMB International GmbH**)

Preamble

The two contracting parties hereby agree to cooperate in the field of intra logistics. The focus of cooperation is (free text)

Such cooperation necessitates the exchange of confidential information.

In this case, however, protection is to be specifically afforded to customer data, technical project information and knowledge of SMB International GmbH.



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Against this background, the contracting parties hereby agree the following non-disclosure agreement (hereinafter 'agreement'):

Section 1 Confidential information and trade secrets

The contracting parties agree to maintain secrecy in respect of information received from the other contracting party or otherwise becoming known within the scope of cooperation (hereinafter '**confidential information**') and will not disclose such information to third parties or use such for their own purposes without prior written agreement. Confidential information within the meaning of this agreement includes all information (written, electronic, verbal, generally digitised, drawings, datasheets or in other form) disclosed or becoming known listed in the following description of confidential information.

Confidential information specifically includes:

1. Test results, designs, drawings, development documents, business relations, postal deliveries, customer information, documents, components, products, know-how, digitalised information (data) as well as all other information communicated in connection with the project(s) and technical solution.
2. All documentation and information forming the subject of technical and organisational non-disclosure measures that is marked confidential or is to be deemed confidential given the nature of the information in question or the circumstances of transmission.
3. The existence of this agreement and its content.

Confidential information also includes all information known or becoming known to the contracting parties during or following the contract negotiations, conclusion of contracts and/or joint cooperation:

1. Pertaining to business relations, customers or third-party business partners.
2. Pertaining to prices, schedules and scope of delivery.
3. Pertaining to production or product-related circumstances and decisions, particularly where third-party knowledge of such circumstances and decisions could impact negatively on current or future business or investment relations.



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The non-disclosure obligation does not apply to information that:

- a) Was already in the public domain at the time of signature of this agreement.
- b) Has been officially published following disclosure to the contracting party or rendered generally accessible to third parties.
- c) Was demonstrably already known to the contracting party at the time of disclosure.
- d) Is communicated in compliance with a mandatory legal obligation, whereby in any such case the other contracting party is to be notified accordingly prior to disclosure.

To the extent that a contracting party relies on one of the above exceptions to the non-disclosure obligation it shall furnish evidence of the respective conditions accordingly.

Section 2 Non-disclosure obligation

In respect of all confidential information directly or indirectly obtained within the scope of the contract negotiations and cooperation or in connection with the subject of the non-disclosure agreement, the parties agree to:

- a) Maintain strict confidence.
- b) Ensure such information is not made accessible to third parties and to prevent any unauthorised third-party access.
- c) Use such information solely for the purpose of the contract negotiations and performance, and within the meaning of the subject of the non-disclosure agreement.
- d) Disclose such information solely to bodies, employees, associated companies, technical consultants and legal advisors who are subject to a non-disclosure obligation comparable to this agreement or who are obliged to maintain professional secrecy by virtue of their professional position.

Section 3 Ban on exploitation

The contracting parties agree to refrain from personally exploiting or using any confidential information and will not initiate any own activities for use without the consent of the other contracting party, or encourage, support or participate in any such activities of third parties. This ban on exploitation shall persist for a period of eight months from the time the original confidential information is no longer deemed confidential information within the meaning of this agreement; for example, because it has been legitimately disclosed.

SMB International GmbH reserves the sole and unlimited right to register proprietary rights.



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Section 4 Measures to maintain confidentiality

The contracting parties will protect and secure the confidential information with the requisite care and attention. Information is to be held in safe custody and secured so as to ensure the prevention of misuse and unauthorised access.

The contracting parties will notify the other respective party in writing without delay in the event of any knowledge or suspicion of a pending or previous infringement of the other party's confidentiality interests.

Should a contracting party be required to disclose the confidential information pursuant to a legal or official order, it shall promptly inform the other contracting party accordingly upon notification of this obligation.

The contracting parties may not copy or otherwise duplicate confidential information, save for where required for the purpose of their cooperation. Copies and other duplicates no longer required are to be promptly destroyed or erased in accordance with pertinent data protection law.

Following implementation of the order and/or project or premature termination of such, or at the request of one of the contracting parties and its associated companies, the other contracting party is to either return all documentation, files and data carriers containing confidential knowledge and information or destroy or erase such in compliance with data protection provisions, as the party so desires. Return/destruction/erasure is to be effected at the cost of the contracting party required to carry out such, with written confirmation of the return/destruction/erasure to be provided to the other contracting party accordingly. The erasure log is to be provided to the other contracting party upon request.

Section 5 Disclaimer; no granting of rights

The contracting parties accept no responsibility or liability for the contextual accuracy, reliability or completeness of disclosed confidential information or to the effect that information is not subject to third-party industrial or intellectual property rights or copyrights.

The contracting parties acknowledge that each respective party is the owner and holder of all rights to its confidential information and shall not lose these rights through disclosure of the information in question. The contracting parties will not file an application for or register any proprietary rights pertaining to the other party's confidential information or assist third parties with such. No rights of use in respect of the disclosed confidential information are granted by the contracting parties.



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Section 6 Criminal liability; indemnity against liability; compensation; contract penalty

The contracting parties are aware that infringement of trade secrets may be punishable by imprisonment.

Each contracting party is fully liable for all damage suffered by the other contracting party or third parties as a result of its culpable infringement of the provisions of this agreement.

Should a third-party claim be asserted against one contracting party for infringement of the provisions of this agreement by the other contracting party, the latter will fully indemnify the other respective party against liability within the internal relationship and reimburse it for all costs incurred in the defence of such claims.

Irrespective of any claim for compensation, the contracting parties agree to pay a contract penalty of EURO 15,000 for each case of culpable infringement of this agreement.

Payment of the contract penalty shall not release a contracting party from further compliance with the provisions of this agreement and shall not grant any rights to trade secrets.

Section 7 Concluding provisions

This non-disclosure agreement shall remain in effect for two years, including following termination of the cooperation and irrespective of commensurate results.

Ancillary agreements have not been concluded. Amendments, supplements or cancellation of this agreement require written form, with any waiver of this written requirement similarly required in written form. Verbal ancillary agreements have not been concluded.

Should individual provisions of this agreement be or become inoperative or gaps that require regulation arise, the remaining provisions of the agreement will remain effective without prejudice. In any such case, in place of the inoperative provisions or gaps in question the contracting parties will agree an effective alternative most closely meeting the originally documented economic intentions of the contracting parties.



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This agreement is exclusively subject to the law of the Federal Republic of Germany.

Legal venue is Pinneberg, Germany.

Handwritten special agreements:

Place/date

Contractor	Principal
(Authorised representative)	(Authorised representative)