

## Non-disclosure agreement for business partners

between:

Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/Country: \_\_\_\_\_  
Represented by: \_\_\_\_\_

- hereinafter called „partner“ -

and

KERN & SOHN GmbH  
Ziegelei 1  
72336 Balingen

Represented by: Albert Sauter, GF

- hereinafter called „KERN“ -

the following non-disclosure agreement is concluded:

§ I. The partner and KERN undertake to use the mutually communicated findings and information from written and verbal correspondence

in the project ...

strictly confidential and to keep them secret from third parties.

The same confidentiality obligation applies to all other company-specific facts of which the partner or KERN becomes aware in the course of the intended cooperation.

Both contracting parties shall take all necessary measures to prevent third parties from gaining knowledge of and using such information. Employees of both companies shall be obliged to maintain secrecy insofar as they are not already obliged to do so on the basis of their employment contract.

§ II. The partner and KERN undertake not to disclose the mutually communicated information to outsiders, to document/hold/communicate it outside the company and/or to exploit it themselves without express written consent.

§ III. The parties shall return documents received from each other in connection with the development etc. to the information provider without delay after termination of the confidentiality obligation. Any files created and all copies shall be deleted from all data carriers.

§ IV. The obligation to maintain confidentiality does not apply to information that is already in the public domain (with the exception of non-public password-protected access areas) and developments that already belong to the state of the art and are therefore no longer eligible for protection.

§ V. The parties undertake to compensate proven claims for damages.

§ VI. For disputes arising from this contract, both contracting parties agree on the place of the defendant as the place of jurisdiction.

§ VII. Should one or more provisions of this contract be or become legally invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced as soon as possible by another provision which comes as close as possible to the economic content of the legally invalid provision.

\_\_\_\_\_, the \_\_\_\_\_

\_\_\_\_\_, the \_\_\_\_\_

.....

.....

Signature Partner

Signature KERN