



Mutual Confidentiality Agreement

between

Novoplast - Verpackungen GmbH & Co. KG
Unterzeiler Weg 5
88299 Leutkirch

– represented by Ms. Vera Kowitz (hereinafter referred to as NP)

and

– represented by _____
(hereinafter referred to as _____)

PREAMBLE

In connection with a possible transaction between NP and _____ the Parties will provide each other with confidential Information (as defined in Section 2). In order to ensure protection of confidentiality for the provided information the Parties agree as follows:

§ 1 Object of the Duty of Confidentiality

- 1.1 This Agreement regulates the duty to keep confidential all documents, drawings, information, items and other commercial or technical information that is transferred from one party „the Disclosing Party“ to the other „the Recipient“ as part of a project. (Hereinafter referred to as Confidential Information).

- 1.2 To this end, the form of the Confidential Information, e.g. drawings, measurement results or prototypes, is irrelevant. Oral discussions relating to projects are also subject to this duty of confidentiality.

§ 2 Confidentiality

- 2.1 Each party shall keep confidential the information gained from working together on projects and all information received from the other party relating to the subject matter of this collaboration, whether verbal or written. This includes ensuring that this information is not made available to third parties, either directly or indirectly, unless with the express written consent of the disclosing party.
- 2.2 The contracting parties shall share Confidential Information only with their own employees, professional advisors and consultants, (the "Recipient Representatives") who absolutely need to access this Information as part of a project. The contracting parties will ensure that the Recipient Representatives are subject to the same confidentiality requirements that already apply to themselves and provide evidence upon written request to the other party.
- 2.3 Confidential Information may not be used for any purposes other than those that fall within the scope of this Agreement or of projects undertaken.
- 2.4 With regard to confidentiality, each Party shall apply the same diligence as it would apply for its own comparable affairs.

§ 3 Exceptions to Confidentiality

The duty to maintain confidentiality will not apply or will no longer apply to information where there is proof that

- The information was public knowledge at the time of it being disclosed by one of the parties or will become public knowledge after it has been disclosed

or

- The information was known to the receiving party before the disclosure or was subsequently communicated to the receiving party by a third party that was not bound by a duty of confidentiality or was unaware that it should not have been able to access this information

or

- The receiving party has been evidently developed or wants to develop regardless of the information.

§ 4 Waiver of Acquisition of Rights

No rights – including rights of ownership, licensing, reproduction or usage – are granted by this Agreement or by the sharing of Confidential Information, regardless of whether intellectual property rights are in place for this purpose. Confidential documents, as well as the knowledge contained within them, remain the exclusive property of the Disclosing Party.

§ 5 Term of the Agreement

This Agreement is immediately effective with the signing and is valid for an unlimited duration.

§ 6 Surrender of Documents

Each party may request at any time that the other party surrender the documents, drawings, information, items and other physical content provided to it. Stored data must be deleted. This also applies to copies of documents or backup copies of files.

The destruction or deletion of stored data must be sufficiently proven to the other party.

The desire to surrender or destruction can not take place later than three month after the end of the project.

§ 7 Changes or Additions

Any changes or additions to this Agreement, including to this section, must be made in writing and must be signed by the contracting parties to be legally valid.

§ 8 Arbitration

Arbitration shall be Leutkirch and at the headquarter of the defendant.

§ 9 Applicable Law

This Agreement is governed exclusively by the law of the Federal Republic of Germany.

Date and Signature

Leutkirch,

Place Date

Vera Kowitz

for Novoplast – Verpackungen GmbH & Co. KG
Unterzeiler Weg 5
88299 Leutkirch

Place Date

signature

for _____
