

 <small>SOLUTIONS FOR FLUID TECHNOLOGY</small>	<b>Non-Disclosure Agreement for SFB Group Business Partners</b>	G-FB 8.4.3-09b
		Seite 1 von 4
		Verfasser: R.Wessel
		Verteiler: EK / Lieferanten

- Non-Disclosure Agreement between the SFB Group with its partner companies -

**SFB Schwäbische Formdrehteile GmbH**  
**Weiherweg 12-16**  
**D-87727 Babenhausen**

**amo-tec GmbH**  
**Memminger Straße 37**  
**D-87746 Erkheim**

**Agromet Sp. z o.o.**  
**Al. Wolności 5/7**  
**PL-63-300 Ostrzeszów**

**SFB Polska Sp. z o.o.**  
**ul. Rycerska 6, Rojów**  
**PL-63-500 Ostrzeszów**

**SFB Hydraulics GmbH**  
**Weiherweg 12-16**  
**D-87727 Babenhausen**

- hereinafter referred to as SFB-

and

- hereinafter referred to as the Business partner -

## Preamble

In connection with the initiation and the implementation of business relationships, information subject to secrecy (hereinafter referred to as "information") shall be made available between the two contractual partners. The parties agree that a confidential treatment of this information shall be an indispensable precondition for cooperation.

 <small>SOLUTIONS FOR FLUID TECHNOLOGY</small>	<b>Non-Disclosure Agreement for SFB Group Business Partners</b>	G-FB 8.4.3-09b
		Seite <b>2</b> von <b>4</b>
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## § 1 Obligation to Secrecy:

The contractual partners undertake to treat any and all technical and commercial information provided within the scope of the cooperation, such as drawings, procedures, know-how, materials, samples, equipment, devices, technical processes, knowledge about in-house relationships and procedures, as confidential and to only use it in connection with the cooperation agreed upon. All copies and other replications of the information shall also be affected by the obligation to secrecy.

Within the meaning of this agreement, information shall also be information that one contractual partner of an affiliated company (within the meaning of Sect. 15 AktG [*German Stock Corporation Act*]) imparts to the other contractual partner.

Within the scope of the cooperation, the contractual partner will not disassemble the samples or prototypes handed over or decompile software.

The information shall only be used in connection with the cooperation. Marketing for one's own account or knowledge transfer to third parties shall only be possible if the assigning party knows about that and has given its approval. Infringements shall be illegal and shall lead to claims for damages.

The documents must be kept under constant monitoring and must be stored in a secure way if work is interrupted.

The contractual partners undertake to only make available the information to those employees who need them for the purpose of cooperation. In the interest of non-disclosure, the group of employees must be kept as small as possible.

The contractual partners will oblige all employees who have access to the information to keep this knowledge confidential and to neither use it themselves nor make it available to third parties. Not only shall the employees be obliged to observe this obligation during their time of employment, but also after they have left the company.

The information as well as any copies made that are assigned to the contractual partner within the scope of the cooperation must be returned immediately and in full to the assigning party if required to do so.

 <small>SOLUTIONS FOR FLUID TECHNOLOGY</small>	<b>Non-Disclosure Agreement for SFB Group Business Partners</b>	G-FB 8.4.3-09b
		Seite <b>3</b> von <b>4</b>
		Verfasser: R.Wessel
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## § 2 Intellectual Property Rights:

By this agreement or by information to the contractual partners, no rights of ownership, rights of licensing, right of use or other rights shall be granted, regardless of the existence or non-existence of intellectual property rights. To obtain the respective rights, a separate agreement may be necessary, if required.

Duplicates may only be made after prior written approval from the assigning party. Any duplicates must bear clearly visible copyright notices and other protection notices with which the information is marked.

## § 3 Guarantee and Liability:

The assigning party shall not assume any guarantee that the use of the information given does not infringe any property or third-party copyrights. The assigning party shall only be liable for wilful intent and gross negligence.

## § 4 Exemption from Obligation to Secrecy:

This obligation to secrecy shall not apply to information that was evidently known to the contractual partner prior to the transfer by the assigning party or that was, at a later stage, made available by a third party without an infringement of an obligation to secrecy. This also applies to information that the contractual partner has demonstrably developed itself irrespective of the transfer by the assigning party as well as for information that is or will be obvious.

If one of the contractual partners receives a court summons or another official and binding obligation to disclose the information, this contractual partner will immediately inform the other contractual partner about it. Afterwards, the contractual partner shall be entitled to comply with the obligation within the scope required by law.

## § 5 Choice of Law and Jurisdiction

This contract shall exclusively be governed by the law of the Federal Republic of Germany. In a first step, the parties shall try to reach an amicable settlement. Place of jurisdiction shall be Memmingen / Germany.

 <small>SOLUTIONS FOR FLUID TECHNOLOGY</small>	<b>Non-Disclosure Agreement for SFB Group Business Partners</b>	G-FB 8.4.3-09b
		Seite <b>4</b> von <b>4</b>
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## § 6 Commencement

This agreement enters into force upon signature.

It is agreed that all information that is made available during the period of cooperation shall be subject to the obligation to secrecy until 5 years after the end of the cooperation.

## § 7 Severability Clause

If individual provisions of this agreement are legally invalid or void in their entirety or in part, the validity of the remaining provisions shall not be affected thereby. Instead of the invalid or void provision, the parties must effectively agree on a respective provision that corresponds to the invalid or void provision of its objective. This also applies analogously to gaps in the contract.

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Place, date

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Business partner

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Place, date

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SFB Group