**CONFIDENTIALITY AGREEMENT**

between

**of the company Felss Systems GmbH, Dieselstraße 2, D-75203 Königsbach-Stein**

**acting at the same time for the affiliated domestic and foreign group companies within the scope of § 15 et seq. of the German Stock Corporation Act (AktG).**

- hereinafter referred to as: FELSS -

and

**of the company […]**

- hereinafter referred to as: Contractual Partner -

- FELSS and Contractual Partner hereinafter also referred to individually as "**Party**" or together as the "**Parties**" -.

**Preamble**

FELSS and the Contractual Partner intend to engage in discussions to identify various avenues through which FELSS and the Contractual Partner may agree to do business or enter into a contractual relationship. In the course of the discussions, the Parties may receive information, documents, drawings and other materials containing trade secrets and other Confidential Information of a Party. The disclosure of such information to third parties may be detrimental to FELSS or the Contractual Partner.

**Therefore, FELSS and the Contractual Partner** **agree as follows:**

1. All information of one or the other party directly or indirectly concerning the cooperation in written, oral, graphic, physical or machine-readable form shall be considered confidential and shall be treated as confidential by the other party and its employees, even if it is not expressly designated as "confidential" (hereinafter referred to as "**Confidential Information**"). It shall not be disclosed or published to third parties (other than affiliates) unless the party consents thereto in writing.
2. Both parties undertake to disclose the Confidential Information relating to the cooperation only to those employees who need to know it in order to implement the cooperation. They will oblige all employees who receive this Confidential Information to treat it confidentially, also for the time after they leave the cooperation.
3. The parties are prohibited from obtaining Confidential Information by means of reverse engineering. Reverse engineering is any action, including observing, testing, examining, disassembling or reassembling, as the case may be, for the purpose of obtaining Confidential Information.
4. The existence and content of this Agreement are also subject to the secrecy defined in clause 1.
5. The confidentiality obligation under this Agreement shall commence upon signature by both parties and shall be concluded for an indefinite period of time. It shall not apply to documents and information that demonstrably

* are or become generally known without this being the responsibility of one of the parties,
* were already known to one party before they were made available to it by the other party,
* become known to one party - possibly also after receipt of the information or documents from the other party – by a third party who, for his part, is not obliged to maintain secrecy with respect to the other party,
* are required by a party to disclose pursuant to an order or direction of a court of competent jurisdiction, a competent authority or a mandatory provision of law.

1. Upon written request by the notifying party, the receiving party shall promptly return to the notifying party or destroy, at the notifying party's option, all physical and/or electronic reproductions and copies of Confidential Information, including materials prepared by the notifying party, that contain or reveal Confidential Information (regardless of the medium in which they are embodied) and shall confirm to the notifying party that such return or destruction is complete.
2. If one party breaches the confidentiality obligation under this Agreement, the other party may terminate the confidentiality agreement prematurely in writing for good cause and/or claim compensation for the loss incurred by it as a result of the breach of trust.
3. The receipt of Confidential Information or documents does not establish any rights of the receiving party to industrial property rights, know-how or copyrights of the other party. The parties agree that the disclosure or transmission of Confidential Information does not constitute a prior publication or right of prior use within the meaning of the Patent and Utility Model Act.
4. The law of the Federal Republic of Germany shall apply with the exception of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Karlsruhe.
5. Amendments and supplements to this Agreement must be made in writing; this also applies to an amendment of the written form requirement itself. Verbal agreements do not exist.
6. In the event that any provision of this Agreement is or becomes invalid in whole or in part, or in the event that this Agreement contains unintended omissions, the validity of the remaining provisions of this Agreement shall not be affected thereby. The invalid provision shall be replaced by such valid provision as the parties would have agreed, taking into account the purpose of this Agreement, if they had been aware of the invalidity or the absence of the relevant provision when concluding this Agreement.

Pforzheim, den *[…]*  Ort, Datum: .............................................

........................................................... Unterschrift: .............................................

Name: ………………… Name: .............................................

Position: ……………………………… Position: .............................................

Felss Group GmbH Contractual Partner

**Revision history**

|  |  |  |
| --- | --- | --- |
| **Nr.** | **Changes** | **Valid from:** |
| 01 | Fundamental revision | 01.06.22 |
| 02 |  |  |
| 03 |  |  |
| 04 |  |  |