
Non-Disclosure and Protection of Patronage Agreement

By and between

Verbindungselemente Engel GmbH
Weltestr. 2+4
88250 Weingarten

, a company organized under German Law

- hereinafter referred to as „Verbindungselemente Engel“–

and

Company:

, a company organized under Law and having its registered office at

- hereinafter referred to as „the Supplier“–

Now it is hereby agreed to as follows:

- 1.1 To evaluate a potential business relationship between Verbindungselemente Engel and the Supplier makes it necessary that

The parties make available to one another confidential information, limited to oral disclosure, written documents, samples of any kind, specifications, circuit diagrams and/or drawings and visual observation of the parties' facilities, products, designs techniques and processes and knowledge, business relationship or any similar information about Verbindungselemente Engel's steady customers, hereafter called „Information“, and the parties shall use its best endeavours to prevent any inadvertent disclosure of the Information to any third party, provided that the third party is obliged to secrecy similarly.

- 1.2 The Supplier grants Verbindungselemente Engel protection for the duration of the business relation with Verbindungselemente Engel concerning the customers, who become known to him due to the business relation with Verbindungselemente Engel by these audits. In particular the Supplier is obliged not to offer these customers any offers or receive any orders. The Supplier will not supply these customers, unless a written declaration of consent of Verbindungselemente Engel is present. This promise refers to goods and services which are business articles of Verbindungselemente Engel and which Verbindungselemente Engel already obtains with the Supplier or which he inquires or orders within the framework of business relation in the future. The Supplier will pass direct inquiries regarding the aforementioned goods and services to Verbindungselemente Engel for processing.

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- 1.3 For each breach of contract, the Supplier is obliged to pay Verbindungselemente Engel a contract penalty in the amount of 50,000.00 EUR. Furthermore, Verbindungselemente Engel is entitled to claim a compensation for damages due to delay, above and beyond the contract penalty.
 - 1.4 The parties to the Agreement hereby undertake to impose the same confidentiality requirement upon their own employees, servants and assistants.
 2. The following information of the types described above shall be excepted from this confidentiality requirement:
 - Information that was already publicly known at the time of its transmission, i. e. that was available or known to one of the parties to the Agreement from a source other than the other party without infringement of any of the provisions of this Agreement.
 - Information that has become publicly known as defined above following its transmission;
 - Information that, following its transmission, has been made available to the other party to the Agreement by third-party source in a legally permissible manner and without restriction as regards confidentiality or use;
 - Information that was demonstrably already known to the other party to the Agreement at the time of its transmission;
 - Information for the exploitation of which the other party to the Agreement has previously granted their consent in writing.
 3. Neither this Agreement nor disclosure or receipt of Information shall constitute or imply any promise or intention to make any purchase of products or services by the Supplier or any commitment by the Supplier with respect to the present or future marketing of any product or service or any promise, intention or commitment by the Supplier to enter into any other business arrangement whatsoever with Verbindungselemente Engel.
 4. All material embodying Information or relevant or related thereto furnished to the other party shall remain the exclusive property of the giving party and shall be returned or surrendered upon the giving party's request. This includes, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, rejected drawings, scap papers, photographic negatives, or computer input or output, and including all copies thereof of any kind.
 5. The disclosure of Information by either party to the other party does not grant or imply any licences or any other right under any intellectual property right owned either by either parties or by third parties.
 6. No representation or warranty of any kind is given with respect to the Information, its accuracy or completeness.
 7. The parties agree that this Agreement is concluded for a term of five years.
 8. This Agreement is subject to German law.

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9. In the event of disputes the parties to this Agreement shall first attempt to reach an amicable agreement. For the event that such attempts should fail it is agreed, that the court with jurisdiction for the registered place of business of Verbindungselemente Engel shall be the legal venue for all disputes arising in connection with this Agreement. However, Verbindungselemente Engel shall also be entitled to take recourse to the courts having jurisdiction for the registered place of business of the Supplier.
 10. All and any changes or amendments to this Agreement must be made in writing and duly signed by both parties.
 11. In the event that provisions of this Agreement should prove to be or become not legally effective or not feasible, either in whole or in part, this shall not prejudice the validity of the remaining provisions of the Agreement. The legally ineffective or unfeasible provision shall then be replaced by provision that, insofar as is legally possible, comes as close as possible to the original intent of the parties, or to what would have been their intent in keeping with the intent and purpose of the Agreement if they had considered the point in question upon conclusion of the Agreement.

Weingarten, City of , on

Verbindungselemente Engel GmbH Supplier
