

## NON-DISCLOSURE AGREEMENT

between

Gebr. Wielpütz GmbH & Co. KG  
Max-Volmer-Str. 10, 40724 Hilden  
(hereinafter "WIELPÜTZ")

and

(hereinafter "SUPPLIER")

### PREAMBLE

WHEREAS, during the execution of projects it may be necessary for WIELPÜTZ to provide technical and business documents such as drawings etc., if necessary also parts or samples, to the staff of the SUPPLIER or that in the course of meetings, inspections etc. the SUPPLIER is granted access to ideas, data, documents, knowledge sub-suppliers and experience containing know-how and experience which are not prior art and can be legally protected (hereinafter referred to as "INFORMATION").

WHEREAS, in order to regulate the issues arising from the foregoing, WIELPÜTZ and SUPPLIER (hereinafter the "parties") agree as follows:



1. THE SUPPLIER will treat the INFORMATION like his own trade secrets. In particular, the SUPPLIER will not distribute or disclose it to any third parties (subject to paragraph 2), nor use them directly or indirectly for his own commercial purposes (except for projects themselves) or for other clients. The knowledge obtained and Wielpuetz specific procedures are to be used for information purposes only. Any commercial use is prohibited.
2. THE SUPPLIER agrees not distribute or disclose INFORMATION to any subcontractor authorized by the SUPPLIER or to any affiliated company of the SUPPLIER, without prior written consent of WIELPÜTZ. In case that such written consent was given, customer agrees to ensure and can be held liable for ensuring that this company will comply with the contents of this agreement.
3. All INFORMATION in writing as well as all parts and samples are and shall remain property of WIELPÜTZ. Upon request, such items have to be returned or destroyed without delay, together with all copies or extracts made thereof, and proof of such action has to be given to WIELPÜTZ; all electronically stored data have to be deleted in such a way that they cannot be restored.
4. So far as INFORMATION contains inventions which can be legally protected, WIELPÜTZ reserves all rights with respect to these inventions, in particular the right to apply for patents and /or utility models.
5. This agreement becomes effective by the signature of both parties. It will remain in force for an undetermined period of time and can be terminated by each of the parties in writing to the end of each quarter with one month's notice. Any knowledge and information obtained by then is still to be treated confidentially. WIELPÜTZ has the right to claim damages, if violations of the agreement are made.
6. All disputes arising from or in connection with this agreement shall be governed by the courts at the location of WIELPÜTZ if the parties cannot agree on an arbitral tribunal in due course. This agreement shall be governed by the laws of Germany.

Gebr. Wielpütz GmbH & Co. KG

SUPPLIER

Hilden,

City,

\_\_\_\_\_  
Date, signature and stamp

\_\_\_\_\_  
Date, signature and stamp

