

Non-disclosure Agreement

between

HEYCO-WERK Heynen GmbH & Co. KG
Birgden III/1
42855 Remscheid

- hereinafter called „**Heyco**”-

and

- hereinafter called „**Partner**”-

In view of the fact that the parties

- intend to exchange confidential information, and
- want to avoid any misuse of this information,

The parties agree the following:

1. HEYCO and its partner intend to exchange confidential information with regard to various projects:
 - for all requested projects
 - as well as general inquiries, orders and discussions from Heyco
2. The parties undertake to treat as confidential all information that they request, directly or indirectly, from the respective other party as part of a project and to use it only in connection with the project described in paragraph 1. In particular, they assure one another that this information will not be made available to a third party or third parties in any other form and will take all reasonable precautions to prevent third parties from gaining access to this information. Companies affiliated to Heyco (§15 of the German Companies Act) are not regarded as third parties.
3. Information covered by paragraph 2 above refers in particular to:
 - know-how or results which are obtained or used as part of the project,
 - the description of the project,
 - the schedules, objectives and ideas taken into consideration for the implementation of the project,
 - non-published industrial property rights,
 - other information which is not publically available, in particular knowledge of internal company circumstances and processes that the parties acquire from the respective other party as part of the project.
4. The parties undertake to refrain from all activities which may result in the destruction or manipulation of databases.

5. The non-disclosure obligations arising from this agreement extend to all employees and representatives of the parties regardless of the nature and legal form of the collaboration. The parties undertake to impose corresponding non-disclosure obligations on this group of people if this has not already been done.
6. The non-disclosure obligations arising from this agreement remain in force after the termination of the project described in paragraph 1.
7. The non-disclosure obligations arising from this agreement do not apply if and to the extent that it can be proven that the information in question
 - is generally known or
 - becomes generally known through no fault of any of the parties obliged to observe confidentiality or
 - was lawfully requested by a third party or
 - is in the possession of the receiving party or
 - must be divulged under mandatory regulations.
8. The parties undertake, after the end of the collaboration, and if requested to do so, to return to the respective other party all documents, drawing, tapes, floppy disks etc. received from the latter.
9. The parties are aware that
 - infringement of commercial and business secrets is a criminal action under §§17 and 18 of the German Act against Unfair Competition and is punishable with a prison sentence of up to five years,
 - anyone who divulges commercial and business secrets is also liable to pay compensation for resulting damages in accordance with §823 (2) of the German Civil Code, and
 - unlawful data alteration and computer sabotage are criminal actions under §§303a and 303b of the German Penal Code and are punishable with a prison sentence of between 2 and 5 years.
10. In the event of disputes arising from this agreement, German law shall apply and the exclusive place of jurisdiction is Remscheid.

Remscheid, _____

HEYCO-WERK Heynen GmbH & Co. KG

i.V. _____

i.V. _____

(Signature and company stamp)

(Signature and company stamp)

(Name in block letters)

(Name in block letters)