

## Non-disclosure agreement

between

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

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- - Hereinafter referred to as "HEYCO" -

and

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- - hereafter referred to as "Partner" -

In view of the fact that the Parties intend to

- exchange confidential information, and
- wish to avoid abuse of this information,

the parties agree to the following:

1. HEYCO and the partner intend to exchange confidential information with regard to various projects:  for all requested projects

as well as general inquiries, orders and discussions of HEYCO

2. The Parties undertake to treat all information which they obtain directly or indirectly from the other Party in the context of the project as confidential and to only use it in connection with the project described in Section 1. The Parties expressly assure each other that they will neither disclose this information to third parties, nor make it available to third parties in any way. They will also take every reasonable precaution to ensure that access to this information by a third party is avoided. Companies not affiliated with HEYCO (§ 15 AktG [German Stock Corporation Law]) are considered third parties. The anonymous submission of information to (potential) suppliers or subcontractors for the purpose of soliciting offers is permitted. In this case it is sufficient if the supplier indicates the confidentiality requirement in writing and has imposed a corresponding non-disclosure agreement.

Should it be necessary to notify the data subject in order to grant access to personal data in accordance with Art. 13 Para. 3 or Art. 14 of the GDPR, the Parties will agree on a joint procedure in advance.

3. Information, as mentioned in the above Section 2, particularly includes:
  - know-how or results which are obtained or used in the course of the project
  - the description of the project
  - the proposed schedules, targets and ideas for the execution of the project
  - undisclosed property rights
  - other information not publicly available, particularly knowledge concerning the internal circumstances and processes which the Parties obtain about the other Party in the course of the project.
4. The Parties are obliged to desist from any activity which could lead to the destruction or manipulation of databases.
5. The confidentiality obligations, pursuant to this agreement, extend to all employees and authorised agents of the Parties, regardless of the type and legal framework of the cooperation. The Parties are obliged to impose appropriate confidentiality obligations on this group of people, if they have not already done so.
6. Pursuant to this agreement, the confidentiality obligations shall remain effective following completion of the project described in Section 1.
7. Pursuant to this agreement, the confidentiality obligations shall not apply if and when it can be proven that the relevant information:
  - is generally known, or
  - becomes generally known through no fault the Party obliged to maintain confidentiality, or
  - is or was obtained lawfully by a third party, or
  - is held by the receiving Party, or
  - must be disclosed due to obligatory provisions.

The transfer of personal data without legal justification is always excluded.

8. Upon termination of the cooperation, the Parties undertake to surrender to the other Party, upon request, all documents, drawings, tapes, etc. received from the other Party within the scope of the project or to destroy them properly or securely delete them and to notify the other Party in writing of the complete destruction/unrecoverable deletion. This does not apply if and as long as confidential information must continue to be kept due to legal retention periods. In this case, the bidder must inform the seller which information is to be retained for what reason and when it is to be deleted. Deletion after expiry of the retention period must then also be notified.

9. The parties are aware that:

- violation of company and trade confidentiality is punishable under § 23 of the German Business Secret Protection Act (GeschGehG) and is punishable by a prison sentence of up to five years
- anyone who violates company or trade confidentiality is liable, under § 823 Section 2 of the German Civil Code (BGB), for any resulting damage, and
- unlawful data alteration and computer sabotage is punishable under §§ 303a and 303b of the German Penal Code (StGB) and is punishable by a prison sentence of between two and five years.

9.1 Irrespective of any claim for damages, both Parties undertake to pay a contractual penalty of EUR 5,000 for each case of culpable violation of this agreement

10. If regulations of this contract are or become ineffective, this does not affect the effectiveness of the remaining contractual provisions. In this case, the invalid provision shall be replaced by an appropriate and admissible provision that comes as close as possible to the intention of the Parties and the meaning and purpose of the contractual provision. This legal consequence shall apply analogously if the contract proves to be incomplete or in need of supplementation, as well as if provisions of the contract are or become unenforceable.

11. German law shall apply to any disputes arising in relation to this agreement, and the exclusive place of jurisdiction shall be Remscheid.

Remscheid, dated \_\_\_\_\_,

\_\_\_\_\_, dated \_\_\_\_\_

HEYCO-WERK Heynen GmbH & Co. KG

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\_\_\_\_\_  
(Signature and company stamp)

\_\_\_\_\_  
(Signature and company stamp)

\_\_\_\_\_  
(Name in block letters)

\_\_\_\_\_  
(Name in block letters)