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Any department  
Mr. Marco Meier  
Any street 1

12345 Any city

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Date: 2018-06-26

## Confidentiality Agreement

between

**Bürkert Werke GmbH & Co.KG**  
Christian-Bürkert-Straße 13-17  
D-74653 Ingelfingen

hereinafter "Bürkert"

and

Xxx

hereinafter "Xxx"

### Object of the confidentiality obligation

Within the scope of the planned cooperation between the parties, inevitably confidential knowledge, which is not yet state of the art, will be exchanged between the above-mentioned parties. The purpose of this confidentiality agreement is to cover all current and future projects as well as serial deliveries.

The project partners undertake to maintain confidentiality with respect to all information provided, at least until this information is published without an obligation of confidentiality or otherwise becomes generally known.

The partners shall particularly refrain from such actions that could be detrimental to the material-legal prerequisites warranting protection of an application for patent, utility model and/or registered design, especially with respect to their novelty.

In particular, the partners shall not provide the information to third parties, with the exception of such trustworthy employees of the project partners who have been obligated in writing to confidentiality and who must be entrusted with the subject matter of the information for planning and coordination purposes.

Information provided by the individual project partners to third parties, such as presentations made to the project sponsor, require the approval of the respective other partner.

The project partners shall take measures to prevent the information from being accessed by third parties not obligated to confidentiality.

Moreover, the project partners shall not make use the information for commercial purposes, except based on an express, written, mutual agreement on its utilization.

In the event of infringement the rules of civil law governing contracts shall apply accordingly.

The obligation for the afore-named project partners does not apply to those parts of the information provided

- a) which were already known to the respective project partner prior to this notice;
- b) which a party other than the afore-named project partners makes available without having received it directly or indirectly from the project partners;
- c) the release of which the project partners agree to in writing.

In case of disputes, the respective partner bears the burden of proof for the facts a) through c) from which he derives the justification of disclosing the information.

This agreement shall take effect upon signing by both parties and is valid for an unlimited period.

An infringement of these obligations is justification for claims for damages and negligence.

Amendments or supplements to this agreement must be made mutually in writing by both partners; this also applies to annulment of the written form requirement.

This agreement is subject to the laws of the Federal Republic of Germany.

If any provision of this agreement should be or become invalid, this shall not affect the validity of the remaining agreement. The project partners are obligated to replace the invalid provision with a valid provision that fulfils the intended purpose of the invalid provision. The same applies to any gap in the agreement.

The project partners shall each receive one copy of the agreement bearing the authorized signatures of both partners.

**Bürkert Werke GmbH & Co.KG**

**Xxx**

.....  
Date, Signature (authorized representative)

.....  
Date, Signature (authorized representative)

.....  
Name in block letters and company stamp

.....  
Name in block letters and company stamp

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Date, Signature (authorized representative)

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Date, Signature (authorized representative)

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Name in block letters and company stamp

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Name in block letters and company stamp