

OBLIGATION OF SECRECY

(Version: 01.08.2023)

In order to initiate and maintain business relations, it is necessary to transfer commercial and/or technical knowledge, documents, drawings, plans, objects etc. - hereinafter referred to as INFORMATION. This might contain details and context which are not state of the art, including inventions capable of protection. In order that an abuse of the acquired INFORMATION is ruled out to the greatest possible extent, and SIMONSWERK does not suffer any disadvantages, we give our commitment to SIMONSWERK GmbH, Bosfelder Weg 5, 33378 Rheda-Wiedenbrück (SIMONSWERK), including all of the companies in the SIMONSWERK Group, as follows:

1. We will always treat all of the INFORMATION acquired from SIMONSWERK as strictly confidential in the same way as our own trade secrets. We will not pass it on to third parties or use it for other commercial purposes or other customers without the prior written consent of SIMONSWERK.
2. INFORMATION is excluded from this secrecy protection if - it can be proven to already have been public knowledge at the time of its transfer or was generally state of the art or is published after its transfer or otherwise becomes public knowledge without this being our fault, - we were already aware of it at the time of its transfer without an infringement of a confidentiality obligation or it is made accessible to us by a third party after its transfer without an infringement of a confidentiality obligation and without any restriction with respect to secrecy or use, - we are forced to disclose it on the basis of statutory or official disclosure obligations.
3. The secrecy obligation extends to all employees who come into question and our representatives, regardless of the nature and legal form of their employment. We will instruct the aforementioned people regarding their secrecy obligation and place them under obligation accordingly, unless they are already obliged to secrecy on the basis of their employment contract or occupation. At the same time, we will endeavour to keep the number of employees concerned as small as possible in the interest of secrecy.
4. No licence, reproduction, utilisation or other rights whatsoever may be derived by us from this obligation or from the disclosure of technical details and context - regardless of whether property rights exist for them or not. Should the transferred INFORMATION contain inventions capable of protection, we acknowledge that SIMONSWERK will reserve all the rights, in particular the right to submit applications for patents and/or utility models.
5. In the case of an infringement of the above provisions which we are responsible for, SIMONSWERK will have the right to withdraw from all existing contracts with us and assert claims for damages against us.
6. The secrecy obligation shall end five years in each case after the transfer of each individual piece of INFORMATION which is to be treated as confidential or three years after the end of the contractual relationship.
7. This agreement is governed by the law of the Federal Republic of Germany. The place of jurisdiction for any disputes is Bielefeld.
8. Any modifications of and amendments to this Obligation of Secrecy, including this requirement for the written form, must be in writing.

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Geschäftsführer
David Bannas
Dr. Frank Remy
Rolf Thöne

Rechtsform: GmbH
Handelsregister: Gütersloh HRB 5554
USt-IdNr.: DE126795233

Company _____

Street _____

Town _____

Country _____

(Company stamp)

(Name, job title)

(Date, signature (s))

including all affiliated companies in the group of companies