

## NON-DISCLOSURE AGREEMENT

between

**Power-Cast Light Metal Solutions GmbH & Co. KG**  
**Dieselstraße 4**  
**D – 73278 Schlierbach**

- hereafter "**POWER-CAST LMS**" -

and

**Supplier**  
**Street**  
**Post code, Town/City**

- hereafter the "**SUPPLIER**" -

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## Introduction

For the purposes of considering a possible business relationship and for potential future collaboration between **POWER-CAST LMS** and the **SUPPLIER**, **POWER-CAST LMS** and the **SUPPLIER** are required to provide each other with confidential documents, knowledge and potentially also samples – hereinafter referred to in summary form as "information".

In order to regulate the issues connected with this, **POWER-CAST LMS** and the **SUPPLIER** agree the following:

1. Each partner to the agreement warrants to the other partner that it will treat all pieces of information (including documents and samples) made known to it by the other partner to the agreement as trade secrets that have been entrusted to it, and will not allow third parties to access these, unless:
  - a) the recipient was already previously aware of them without any obligation of secrecy, or
  - b) they are or become generally known without the recipient being responsible for this, or
  - c) they are communicated or otherwise conveyed to the recipient by a third party not under an obligation of secrecy, or
  - d) they were devised by the recipient independently and this can be proven, or
  - e) they were communicated or provided to a third party not under an obligation of secrecy by the partner to the agreement surrendering the information, or
  - f) they must be made available to the authorities on account of legal regulations, or
  - g) their disclosure has been approved in writing by the partner to the agreement surrendering the information.
2. The partners to the agreement will apply the same due care in maintaining the confidentiality of the information surrendered to them by the relevant other partner to the agreement as they would apply to their own information of a similar importance.
3. The information pursuant to point 1 along with all copies thereof must be immediately returned to the partner to the agreement surrendering the information upon written request of the latter, or must be destroyed if it so desires. Appropriate notification of this must be made in writing within three months at the latest following the termination of this agreement.

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4. The partners to the agreement also agree that any surrender of the information pursuant to point 1 shall be made exclusively for the purpose stated in the introduction, and that the recipient will use any information surrendered within the framework of this agreement pursuant to point 1 for this purpose alone. It will also only allow it to be accessed by those employees who require it for the designated purpose.
5. No licences or other rights of any kind whatsoever are granted through this agreement. No warranty is assumed in relation to the information surrendered.
6. This agreement shall enter into force once it is signed by both partners to the agreement. It will terminate 2 years after its entry into force.  
The regulations under points 1, 2, 4 and 5 shall continue to apply for a period of 5 years after the agreement has terminated.
7. Any amendments or additions to this agreement must be made in writing in order to be legally effective. This requirement for the written form may only be waived if the waiver is itself in writing.
8. The place of jurisdiction is the purchaser's place of business; the purchaser shall, however, also be entitled to assert any legal claims at the contractor's place of business.
9. **Severability clause**  
In the event that any provision in this agreement should be null and void, this will not affect the validity of the rest of the agreement. The legally valid provision which the parties would have agreed had they had the knowledge of the legal position at the time that the agreement was concluded shall apply in place of the null and void provision, in order for the intended economic purpose to come into effect.

Schlierbach, on ..... , on .....

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Power-Cast LMS GmbH & Co. KG

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SUPPLIER  
Company stamp

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