

## Non-disclosure agreement

between

**Baumann GmbH**  
Oskar-von-Miller-Strasse 7, 92224 Amberg, Germany

- hereinafter referred to as "**Baumann**" -

and

enter the name of the partner company  
enter the address, enter the city, enter the country

- hereinafter referred to as "**Partner**" -

regarding the Project

enter the name of the Project  
Query B-enter quotation number

Completion date: enter date

Validity period: Validity period to be aligned with customer requirements for confidentiality; if no requirements then 5 years years

Baumann and the Partner (hereinafter also referred to collectively or individually as "Parties" or "Party") intend to exchange confidential information within the framework of the cooperation in the named project (hereinafter referred to as "Project"). In order to protect the mutual interests of the Parties regarding the confidential information, the Parties enter into the following Agreement.

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## **1 Definitions**

1.1 For the purposes of this Agreement, "Confidential Information" shall mean

- all prototypes, data, plans, models, films, pictures, documents, templates, samples, expertise, software and other technical, commercial or business information of any kind and information about measures, facilities, plants, procedures, structures, processes and other matters of a Party (hereinafter also referred to as "Provider of Information") and
- which are transmitted to the other Party (hereinafter also referred to as the "Recipient of Information") or made known in any other way in written, oral or electronic form.

Confidential Information also means combinations of information, even if the individual information on which the combination is based does not meet the above-mentioned requirements.

The burden of proof for the existence of the conditions shall be borne by the Provider of Information.

1.2 "Confidential Information", on the other hand, does not exist if the information

- was demonstrably known to the other Party before the date of receipt, or
- was demonstrably known or generally accessible to the public before the date of receipt, or
- became demonstrably known or generally accessible to the public after the date of receipt without the other Party being responsible for this, or
- was demonstrably known or made accessible to the other Party at any time by a third party entitled to do so
- is not demonstrably marked as confidential.

The burden of proof for the existence of the prerequisites lies with the Recipient of Information.

1.3 No third parties within the meaning of this Agreement are the companies affiliated with the respective Party or its majority shareholder within the meaning of Section 15 of the German Stock Corporation Act (AktG), insofar as the respective party ensures that these affiliated companies comply with the obligations under this Agreement.

## **2 Confidentiality**

The Parties hereby agree to keep confidential all information obtained directly or indirectly from the other Party during the course of the Project and to use it only for the purposes of the Project.

The Parties further agree to make confidential information received from the Provider of Information available to third parties only with the prior written consent of the Provider of Information. In this case, the Recipient of Information is obliged to ensure that the third

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party receiving the information is subject to confidentiality and non-use obligations that are equivalent to the provisions of this Agreement.

The supplier agrees to obligate their subcontractors and employees also at remote and home office workplaces to maintain confidentiality.

All rights to Confidential Information shall in any case remain with the Provider of Information as long as the Parties have not concluded a written agreement on the transfer of rights or the granting of rights of use in favour of the recipient. In any event, the Parties reserve the right to file applications for intellectual property rights on their respective Confidential Information.

### **3 Reproduction of information and data**

Written, electronically stored or objective information may not be reproduced or made available to third parties without the consent of Baumann. In the case of data transmission via generally accessible networks, measures to protect against third-party access must be taken in consultation with the Baumann specialist department.

Should Baumann prescribe a specific type of data transmission (portals, encrypted emails), this must be used by the supplier. It is further prohibited to use, copy or remove from the company data carriers, file contents or other documents of any kind accessible in the context of the execution of the contract without the consent of the client.

All information and data carriers must be returned at the end of the cooperation within 30 days after the end of the cooperation or must be demonstrably deleted or destroyed at the request of Baumann.

### **4 Treatment of personal data**

The Partner, its employees, legal representatives and/or shareholders are obliged to neither process nor use any personal data of the other partner and their affiliated business partners beyond the purpose of this Agreement and to comply with all regulations of the EU GDPR. This obligation shall continue to exist indefinitely even after the termination of activities under this Agreement.

In particular, the Partner shall obligate its employees to comply with the requirements of the EU GDPR and Section 9 of the German Federal Data Protection Act (BDSchG) in accordance with the EU GDPR and Section 5 of the German Federal Data Protection Act.

### **5 Retention of ownership**

All designs, documents, films, photographs, photocopies, audio tapes, data carriers and all documents, together with copies and carbon copies, including records relating to the activity provided to the Recipient of Information are the property of the Provider of Information. The Partner must store these as property entrusted to them with the care of a prudent business person, protect them from any inspection by third parties and return them to the Provider of Information upon request at any time - at the latest, however, upon termination of the contract - without any right of retention.

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## **6 Advertisement**

The Partner may only advertise this business relationship with the prior written consent of Baumann.

## **7 Employee headhunting**

In connection with this Agreement, the Partner undertakes not to solicit or approach any Baumann employees with the intention of recruiting them for any activity. The effect of this clause is limited to the period of cooperation and 12 months after the termination of the cooperation.

## **8 Legal consequences of violation**

The Partner is aware that the violation of company and business secrets is subject to penalties under Section 17 and 18 of the German Unfair Competition Act (UWG) and can be penalised with a prison sentence of up to 5 years. Furthermore, the Partner is obliged to pay damages according to Section 19 of the German Unfair Competition Act.

Should the Recipient of Information reprehensibly violate the confidentiality obligations established in this Agreement and compliance with the provisions of data protection law, the Provider of Information shall have the right to terminate the cooperation without notice. The right to assert further claims (e.g. damages) shall remain unaffected.

It shall be assumed that at least negligent violation has taken place if the Recipient of Information can provide evidence that business and trade secrets have been passed on to third parties from the sphere of the Partner or its subcontractors. The Partner is entitled to produce evidence to the contrary.

Similarly, the Partner is liable for the conduct of its employees, vicarious agents and assistants, without being entitled to provide evidence of exoneration in accordance with Section 831, para. 1, p. 2 of the German Civil Code (BGB).

Should a claim be made against the Recipient of Information by its contractual partners (Provider of Information) due to a breach of a non-disclosure agreement, the Recipient of Information shall reimburse the Provider of Information against claims of any kind insofar as the breach is due to a violation of this Agreement.

## **9 Other provisions**

The Parties shall impose the obligations under this Agreement in an appropriate manner on the employees, freelancers and subcontractors engaged by them for the implementation of the Project, also for the period after termination of the contractual relationships existing with them, to the extent permitted by law. The other Party may request proof of the measures taken to this end.

The supplier grants Baumann a right of access to evaluate information security measures.

The supplier undertakes to report relevant information security incidents to Baumann immediately.

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These provisions also apply to affiliated companies (Section 15 of the German Stock Corporation Act (AktG)) in accordance with no. 1.3 in Germany and abroad. The Parties undertake to allow claims resulting from a breach of this Agreement by such companies to be asserted against them in the same way as would be the case if they had breached it themselves.

This Agreement shall enter into force upon signature and shall be concluded initially for the above-mentioned term unless the Parties' cooperation on the Project continues.

Additional agreements, amendments or supplements to this Agreement must be made in writing. This also applies to a waiver of the requirement to provide it in written form.

Should individual provisions of this Agreement prove to be legally invalid, this shall not affect the validity of the remaining provisions of this Agreement. The Parties undertake to amend the invalid provisions so that they are legally permissible and come as close as possible to the original commercial purpose.

For all disputes arising from or in connection with this Agreement - including termination and continued validity after its termination - the responsible court for Baumann shall apply unless another place of jurisdiction is prescribed by law.

This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions.

**CEO/authorised signatory**  
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Name, title

\_\_\_\_\_  
Name, title

Amberg, **enter date**  
\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Baumann GmbH

\_\_\_\_\_  
Signature of partner

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