

# Non-Disclosure Agreement

by and between

„.....“

hereinafter “[customer]”

&

**Wassermann Technologie GmbH, Industriepark Rhön,  
Bürgermeister-Ebert-Straße 5, D-36124 Eichenzell**

– hereinafter “Wassermann” –

WHEREAS [customer] and Wassermann are considering to collaborate in the fields of tool magazine systems and tool-changing technology. For the purpose of this cooperation, the parties will exchange confidential information.

NOW THEREFORE, and in consideration of the confidential nature of such information, the parties agree on the following non-disclosure obligations:

## §1

Confidential information within the meaning of this agreement includes all mutually disclosed information as well as documents and materials provided directly or indirectly in the context of order processing/project handling.

This non-disclosure agreement also covers all developments, demonstrations, tests, findings and results. Excluded from the agreement is information and know-how which is already available in the public domain and therefore no longer protected.

## §2

[Customer] .....] undertakes to keep all confidential information strictly confidential and to not use or exploit such information or disclose it to third parties without obtaining express written consent.

To ensure confidentiality, [customer] .....] further undertakes to provide their agents and employees with information only to the extent necessary for the performance of the activities and to ensure that those to whom the information needs to be disclosed also sign a corresponding non-disclosure agreement.

## §3

The non-disclosure agreement is valid for the duration of the collaboration and beyond. It shall also continue to apply should the collaboration fail to materialize and survive any early termination of the collaboration.

All documents and materials are to be returned to the disclosing party at the end of the cooperation, any copies and other reproductions are to be destroyed.

**§4**

[Customer] .....] shall be fully liable for any damages arising from a breach of contractual duties.

In addition to being liable to compensate for damages, a contractual penalty of EUR 10,000 shall be payable for each breach of a contractual covenant.

**§5**

This agreement shall be governed by the laws of Germany. Amendments of or supplements to the agreement must be made in writing to be valid and binding.

Eichenzell, on this day of ..... 2024  
[Wassermann]

..... , on this day of ..... 2024  
[Customer].....] obligated

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