

# KGM STANDARD - CONFIDENTIALITY AGREEMENT

as of January 1st, 2020



**KGM**  
Kugelfabrik GmbH & Co. KG  
Johannisstraße 35  
D-36041 Fulda  
Fon: +49. 661.1094-0  
Fax: +49. 661.1094-6000  
service@kgm-kugeln.de  
kgm-kugeln.de

Between

KGM Kugelfabrik GmbH & Co. KG  
Johannisstraße 35  
36041 Fulda / Hessen  
Deutschland  
- hereinafter referred to as "KGM" -

and

.....  
.....  
.....

- both sides hereinafter referred to as "**party**" or collectively "**parties**" –

Considering the fact, that the parties intend to exchange confidential information, the parties agree as follows:

**1.** The parties intend to exchange confidential information. This includes business information, that goes beyond the state of the art (inventions, patents, innovations, drawings, specifications, plans, experience, knowledge, test results, procedures, processes etc.) as well as economic, costing or other confidential business data (strategies, schedules, ideas, planned projects etc.).

**2.** The parties undertake to provide any information they received or obtained from the other party, to be treated confidentially and to use it only in the context of the common business relationship. The parties assure each other, in particular, nor to pass this information neither to make it accessible to third parties, even not in any other form, and take all reasonable precautions to avoid third parties to get access to aforementioned information. Affiliated companies (in according to § 15 AktG) of the parties are not considered third parties, provided that they are committed in accordance with the provisions of this confidentiality agreement.

The parties do not disassemble handed samples or prototypes or decompile software. Exceptions to the above obligations are only permitted with prior written consent of the party from whom the Information originally came from.

**3.** The confidentiality obligations under this contract also extend all employees of the parties. The parties agree to impose appropriate confidentiality obligations on persons, insofar as this do not yet exist under an employment contract.

Sitz der Gesellschaft: Fulda  
Registergericht: Amtsgericht Fulda  
Handelsregister: HRA 5387  
USt-IdNr. DE 268481978

Persönlich haftende Gesellschafterin:  
KGM Geschäftsführungs-GmbH  
Sitz der Gesellschaft: Fulda  
Registergericht: Amtsgericht Fulda  
Handelsregister: HRB 5715  
Geschäftsführer:  
Christian Braun, Matthias Richter,  
Stefan Steinmetz

Zertifiziert nach:  
IATF 16949  
DIN EN ISO 9001  
DIN EN ISO 14001

Banken:  
Deutsche Bank AG  
IBAN: DE21 5307 0007 0072 7453 00  
Swift-BIC: DEUTDEFF530

Commerzbank AG  
IBAN: DE33 5308 0030 0789 5999 00  
Swift-BIC: DRESDEFF530

Sparkasse Fulda  
IBAN: DE25 5305 0180 0040 0300 09  
Swift-BIC: HELADEF1FDS

Postbank AG  
IBAN: DE75 5001 0060 0026 2996 05  
Swift-BIC: PBNKDEFFXXX

Flessabank  
IBAN: DE54 7933 0111 0000 0023 34  
Swift-BIC: FLESDEMXXX





**4.** The confidentiality obligations under this contract do not exist if and as far as the relevant information demonstrable is

- generally known or
- became generally known through no fault of the party obliged to maintain confidentiality or
- will be lawfully obtained from a third party without confidentiality obligation or
- is present at the receiving party at the time of acquisition from the other Party or
- is developed by the receiving party regardless of the notification or
- must be issued by the receiving party based on the obligation by a state court or government agency.

The committed party will use its best endeavors for a confidential treatment of this information by the court or authority concerned, and will inform the other party immediately on the request, insofar there are no official orders withstanding (e.g. conflicting tactical reasons).

**5.** The parties undertake, after the cooperation has ended, to destroy all written or otherwise recorded information received from the other party as part of the project (including copies and samples made) on request, with the exception of copies, which the receiving party has to record due to storage and documentation requirements for the purpose of proving the content and course of the project, for legal (e.g. product liability), quality management and environmental management reasons. The request can only be made within three months after the end of this agreement.

**6.** Through this agreement and the mutual communication of information and the transfer of data, drawings, samples etc., regardless of whether property rights exist for this or not, none ownership-, license-, replica-, usage- or other rights are granted.

**7.** The agreement enters into force upon signature by both parties. It ends with a notice in writing to the other party after 30 days. The confidentiality obligations under this contract remain a period of 5 years after the termination of the agreement consist.

**8.** There are no verbal side agreements. Changes and additions to this agreement must be in writing to be effective. This applies also for the written form of the requirement itself.

**9.** This agreement is subject to the law of the Federal Republic of Germany under exclusion of conflict of laws.

**10.** The exclusive place of jurisdiction is in Germany.

**KGM**  
Kugelfabrik GmbH & Co. KG

Johannisstraße 35  
D-36041 Fulda

Fon: +49. 661.1094-0  
Fax: +49. 661.1094-6000

service@kgm-kugeln.de  
kgm-kugeln.de

Sitz der Gesellschaft: Fulda  
Registergericht: Amtsgericht Fulda  
Handelsregister: HRA 5387  
USt-IdNr. DE 268481978

Persönlich haftende Gesellschafterin:  
KGM Geschäftsführungs-GmbH  
Sitz der Gesellschaft: Fulda  
Registergericht: Amtsgericht Fulda  
Handelsregister: HRB 5715  
Geschäftsführer:  
Christian Braun, Matthias Richter,  
Stefan Steinmetz

Zertifiziert nach:  
IATF 16949  
DIN EN ISO 9001  
DIN EN ISO 14001

Banken:  
Deutsche Bank AG  
IBAN: DE21 5307 0007 0072 7453 00  
Swift-BIC: DEUTDEFF530

Commerzbank AG  
IBAN: DE33 5308 0030 0789 5999 00  
Swift-BIC: DRESDEFF530

Sparkasse Fulda  
IBAN: DE25 5305 0180 0040 0300 09  
Swift-BIC: HELADEF1FDS

Postbank AG  
IBAN: DE75 5001 0060 0026 2996 05  
Swift-BIC: PBNKDEFFXXX

Flessabank  
IBAN: DES4 7933 0111 0000 0023 34  
Swift-BIC: FLESDEMMXXX





\_\_\_\_\_  
(place)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(company stamp)

\_\_\_\_\_  
(name, function in block letters)

\_\_\_\_\_  
(place)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(company stamp)

\_\_\_\_\_  
(name, function in block letters)

**KGM**  
Kugelfabrik GmbH & Co. KG  
Johannisstraße 35  
D-36041 Fulda  
Fon: +49. 661.1094-0  
Fax: +49. 661.1094-6000  
service@kgm-kugeln.de  
kgm-kugeln.de

Sitz der Gesellschaft: Fulda  
Registergericht: Amtsgericht Fulda  
Handelsregister: HRA 5387  
USt-IdNr. DE 268481978

Persönlich haftende Gesellschafterin:  
KGM Geschäftsführungs-GmbH  
Sitz der Gesellschaft: Fulda  
Registergericht: Amtsgericht Fulda  
Handelsregister: HRB 5715  
Geschäftsführer:  
Christian Braun, Matthias Richter,  
Stefan Steinmetz

Zertifiziert nach:  
IATF 16949  
DIN EN ISO 9001  
DIN EN ISO 14001

Banken:  
Deutsche Bank AG  
IBAN: DE21 5307 0007 0072 7453 00  
Swift-BIC: DEUTDEFF530

Commerzbank AG  
IBAN: DE33 5308 0030 0789 5999 00  
Swift-BIC: DRESDEFF530

Sparkasse Fulda  
IBAN: DE25 5305 0180 0040 0300 09  
Swift-BIC: HELADEF1FDS

Postbank AG  
IBAN: DE75 5001 0060 0026 2996 05  
Swift-BIC: PBNKDEFFXXX

Flessabank  
IBAN: DE54 7933 0111 0000 0023 34  
Swift-BIC: FLESDEMMXXX

