

# Confidentiality Agreement

between

Helu Kabel GmbH  
Schloßhaldenstraße 10  
71282 Hemmingen

-Supplier-

and

[COMPANY]  
[CONTACT PERSON]  
[ADDRESS]  
[POSTCODE, CITY]  
[COUNTRY]

-Buyer-



Stammsitz  
Schloßhaldenstraße 10  
71282 Hemmingen  
Tel. 07150 9209-0

Entwicklung & Produktion  
Neuseser Weg 11  
91575 Windsbach  
Tel. 09871 6793-0

Vertrieb Rhein-Ruhr  
Theodor-Heuss-Str. 99  
47167 Duisburg  
Tel. 0208 882320-0

Vertrieb Nord  
Viktoriastraße 2  
25524 Itzehoe  
Tel. 04821 40394-0

Vertrieb & Lager Berlin  
Zum Mühlenfließ 1  
15366 Neuenhagen  
Tel. 03342 2397-0

Vertrieb & Lager Chemnitz  
Eichelbergstraße 7  
09212 Limbach-Oberfrohna  
Tel. 03722 6086-0

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Geschäftsführer: Helmut Luksch, Marc Luksch, Andreas Hoppe  
Sitz der Gesellschaft: Hemmingen  
Amtsgericht Stuttgart HRB 201352  
USt-IdNr. DE 146 021 824 · Steuer Nr. 70074/03759  
EORI Nummer DE 2623064 · AEO DE AEOF 108137 · WEEE-Reg.-Nr. DE 23651005

Baden-Württembergische Bank  
Commerzbank AG  
Deutsche Bank AG  
HSBC Trinkaus & Burkhardt AG  
Kreissparkasse Ludwigsburg

SWIFT/BIC SOLADEST600  
SWIFT/BIC COBADEFFXXX  
SWIFT/BIC DEUTDE33XXX  
SWIFT/BIC TUBDDE33XXX  
SWIFT/BIC SOLADES1L8G

IBAN DE18 6005 0101 7832 5010 24  
IBAN DE41 6004 0071 0830 7522 00  
IBAN DE21 6007 0070 0987 6160 00  
IBAN DE77 3003 0880 0500 3320 18  
IBAN DE46 6045 0050 0030 1165 55

1. The parties maintain a supply relationship. In the frame of this cooperation, confidential information also be exchanged.
2. Every contract party can disclose confidential information to the other contract party orally or in writing. If the disclosure is in writing, the disclosing party will mark the confidential documents with the additional terms "Confidential" or "Liable to Secrecy" so that it is apparent to the other party which information is especially in need to protection.
3. The contract parties are obligated to preclude disclosure of confidential information to third parties. The parties will entrust confidential information solely to those employees, consultants and third party companies which are concerned with the processing of the order and which are legally or contractually obligated to secrecy.
4. To the extent that technical drawings of certain third-party companies are not to be made known, the buyer must point this fact out on its own initiative.
5. All confidential information remains the property of the disclosing contract party.
6. The confidentiality agreement does not apply to statements of the company Helukabel in its catalogues, datasheets and on the homepage and also not to information which
  - a) the receiving party was already aware of or which was developed by the disclosing party itself independent of the disclosure,
  - b) is publicly known without this agreement having been broken,
  - c) was received by a third party without infringement of this or any other confidentiality agreement.
7. If the recipient is forced to expose the confidential information due to a legal regulation, a legally valid judgement or a non-disputable official decision or decree in part or in whole, it shall immediately inform the owner of the confidential information in writing so that the owner can take measures to protect the confidential information.
8. This agreement becomes effective with the signatures of both parties and is valid for three years. It is tacitly extended by one year if it is not terminated three months before its expiration.
9. At the end of the contract the receiving party shall return the confidential information and any possibly extant copies after receipt of a written request, provided that this is technically feasible and does not violate the retention obligations. As an alternative to that, the receiving party can also ensure in writing the destruction of the received documentation if that is technically feasible.
10. The confidential information will be provided as is. The disclosing party does not assume any warranty for the correctness, completeness or usability of the confidential information.
11. The parties agree that for this agreement German law applies excluding the United Nations Convention on Contracts for the International Sale of Goods. The legal venue for all disputes arising from this agreement is the head office of the company Helukabel in Hemmingen.

Hemmingen, \_\_\_\_\_

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Helu Kabel GmbH

\_\_\_\_\_  
Buyer



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