



Obligation of Secrecy

„Trade secret“ in the sense of this regulation shall mean any description, rough drawing, drawing, design, cut, sample, data, invention, formula, procedure, plan, program, model, knowledge, experience and know how that is not state of the art, regardless of the method of recording, storage or transmission and regardless whether classified, either expressed or implied, as secret or confidential, except for all knowledge which was evidently already in the public domain at the time and date of the conclusion of this agreement.

The supplier agrees to keep all trade secrets concerning customer's internal matters and procedures, disclosed to the supplier by the customer in performance of this agreement, as well as the content of this agreement in strict confidence.

The disclosure of customer's trade secrets to the supplier shall not represent the transfer of any right to use, process or reproduce such trade secrets. The customer reserves all rights in this respect, especially all rights concerning the application of protected privilege.

The supplier shall return all trade secrets furnished to him by the customer, destroy all copies thereof and delete all information stored in performance of this agreement after termination of the contractual relationship governed by this agreement or when the supplier no longer needs the trade secret for the performance of his contractual duties.

This obligation of secrecy is not limited in time and it shall survive any termination of the contractual relationship governed by this agreement.

The supplier represents to impose the duties of this secrecy obligation to all employees who he may charge with contractual duties in performance of this agreement and to ensure its observance after termination of supplier's contractual relationship with such employees.

_____ , _____

signatory:

for the company represented by him:

(stamp)