



Non-Disclosure Agreement

between

(hereinafter each referred to as Party)

and

Heinrich Huhn GmbH + Co. KG
Hauptstraße 44
D-57489 Drolshagen

Huhn Press Tech spol. s r.o.
Skolska 1604
95201 Vráble
Slovak Republic

(hereinafter referred to as Party)

The Parties have concluded the following non-disclosure agreement:

1. Without the written consent of the other party, the parties will not use any information, documents, materials, drawings, data, experiences and knowledge as well as overall technical knowledge (Know-how) which became known within the scope of the business relation, for any other purpose than mutual cooperation; and they will not use such information for foreign scientific, technical or commercial purposes or the registration as intellectual property rights. This obligation shall also expressly apply to information in the form of verbal statements made by employees of the contracting parties.
2. The parties will treat the information received as strictly confidential and will not make the information accessible to any third party without the written consent of the other party.
A party's employees and other contact persons, who must be aware of information that falls under this agreement, must provide the parties with a corresponding non-disclosure agreement in writing. Third parties shall also include companies affiliated to a party pursuant to Art. § 15 et seqq. of the German Stock Corporation Act.

The contracting parties undertake to place this secrecy obligation on all affiliates which are given access to protected information and know-how referred to in paragraph 1 of this Agreement. The parties mutually assure each other that the companies affiliated to them will comply with the provisions set forth in this agreement and undertake to indemnify the other party in the event of any breach of the secrecy obligation on the part of an affiliate.



3. Information excluded from the secrecy obligation shall include information that was evidently
 - a) known to the receiving party before it was communicated by the other party;
 - b) the state of the art at the time of communication or publicly known without any cooperation or fault on the part of the receiving party;
 - c) made or will be made accessible to the receiving party by a third party which is not subject to any secrecy obligation in respect to the other party;
 - d) self-developed by the receiving party independently of the information exchanged under this agreement.

Relevant evidence shall be provided by the party invoking the exception.

4. All documents, drawings, samples, data and other documents entrusted to one party by the other shall be regarded by the receiving party as the property of the other party. Upon termination of this agreement, the receiving party shall return all documents received upon the other party's first written request, and without keeping any copies, transcripts, records - or parts thereof - on any media. If the return by its nature is impossible, the other party shall be obliged to destroy the documents following the request of its contract party and to provide proof of the destruction upon request.

The assertion of a right of retention is excluded, unless the asserted objection is legally binding, or recognised in writing by the other party.

5. The parties are aware that any design papers sent with this letter, as well as all other technical documents, which have been entrusted in the past or will be in future, are subject to protection of property within the meaning of Article 14 of the German Basic Law. In addition, they are considered a piece of work protected within the meaning of copyright pursuant to § 2, paragraph 1, subparagraph 7, paragraph 2 of the German Copyright Act (UrhG). The parties are also aware of the fact that the unauthorised circulation of these documents, in particular for the purpose of obtaining third-party offers, constitutes not only a serious, possibly indictable infringement of copyright law which may result in injunctive relief, damage and destruction claims, but also a criminal exploitation of originals under Article 18 of the German Fair Trade Law (UWG). Thus the party that was harmed may claim for compensation pursuant to § 823 paragraph. 2 BGB (German Civil Code) in conjunction with §§ 4 No. 11; 3; 8 UWG in conjunction with § 18 UWG as well as pursuant to §§ 280 paragraph 1, 311 paragraph 2 BGB.

Both contracting parties acknowledge that this agreement is neither intended nor construed to grant any rights or a license to the know-how contributed or to other industrial property rights.

6. Both parties are aware that the breach of confidentiality shall constitute grounds for cessation, elimination and compensation. The claim for damages shall also include profits gained by such a breach of confidentiality.



7. The aforementioned provisions shall not affect the right of any party to use know-how which is part or common knowledge of its existing know-how, even though if part of the information was obtained from the other party.
8. Verbal side agreements to this agreement have not been made. Any alteration or amendment to this non-disclosure agreement, including a waiver of the written form requirement agreed upon herewith, shall be made in writing. If one or more provisions of this agreement be or become invalid or unenforceable or impracticable in whole or in part, the validity of the remaining agreements shall not be affected in case of doubt. In fact, a legally and as economically as possible substitute provision shall be understood as agreed replacing the provision being omitted. The same shall also apply in the event of a contractual gap or that obligations of a contracting party go beyond the permissible level in terms of content or time.

Only German law shall be applicable to this agreement. Olpe shall be deemed as the court of jurisdiction for all disputes arising out of or in connection with this agreement and its validity.

9. This secrecy obligation shall continue to be valid, even after the parties' cooperation has been terminated, for as long as information and know-how have not become disclosed, whereby the respective receiving party shall bear the burden of proof.

For contractor:

Company stamp

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Date

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Signature

For HHH/HPT:

HEINRICH HUHN GmbH + Co KG
Hauptstraße 44
57489 Drolshagen-Hüzemert

Company stamp

.....
Date

.....
Signature