

**Agreement on confidentiality and
protection of industrial property rights**

concluded by and between

[Contractor]

and

**INDEX-Werke GmbH & Co. KG
Hahn & Tessky
Plochinger Strasse 92
D-73730 Esslingen am Neckar**

[INDEX]

Confidentiality Agreement

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Confidentiality Agreement

1 Scope

- 1.1 The present Agreement shall apply for all present and future contracts concluded by and between *Contractor* and *INDEX* unless agreed otherwise in writing.
- 1.2 The Agreement shall apply for all divisions of *INDEX*. In particular, this encompasses the following production locations:
 - INDEX-Werke GmbH & Co. KG in Esslingen
 - INDEX-Werke GmbH & Co. KG in Deizisau
 - INDEX-Werke GmbH & Co. KG in Reichenbach
 - INDEX Tornos Automaticos Ind. e Com. Ltda, in Sorocaba-S.P. / Brazil
 - INDEX DALIAN MACHINE TOOL LTD., in Dalian / China
 - GEMATECH s.r.o, in Malacky / Slovakia

2 Secrecy

- 2.1 The *Contractor* shall be obliged to keep secret from third parties all business matters (e.g. technical, economic, financial and other data, drawings, files, engineering designs, models, schedules and other documents, business intentions) concerning *INDEX* and its business partners throughout the term of the particular contract and for an indefinite period thereafter. The information to be kept secret shall only be used by the *Contractor* for contractual purposes and shall not be used or exploited, whether in part or in full, for other purposes, especially own business purposes. This secrecy obligation shall also apply during the enquiry and quotation phase.
- 2.2 The secrecy obligation shall not apply for information which is already lawfully in the *Contractor's* possession at the time of being provided and not subject to confidential treatment, or which is generally available or which is made generally available after provision without violation of a secrecy obligation by the *Contractor* or a third party.
- 2.3 The present Agreement or provision of information shall not grant the *Contractor* any ownership rights, licence, rights of use or other rights extending beyond the use pursuant to No. 2.1, above, regardless of whether or not industrial property rights exist.
- 2.4 The *Contractor* shall ensure that the relevant personnel and any subcontractors are informed accordingly and obligated to maintain confidentiality as contractually agreed.
- 2.5 The *Contractor's* statutory confidentiality obligations shall remain unaffected.
- 2.6 If there is any suspicion of unauthorized access to information, the *Contractor* shall inform *INDEX* without delay.
- 2.7 The contracting partners may only advertise their business relationship with *INDEX* with the other party's prior written consent.
- 2.8 The aforementioned regulations apply to *INDEX* too in the context of trusting collaboration where ever applicable and reasonable.

Confidentiality Agreement

3 Industrial property rights

- 3.1 The *Contractor* shall be liable for claims based on violation of industrial property rights and pending rights (property rights) in conjunction with contractual use of the delivered items if at least one such property right from the family of property rights has been published either in the supplier's native country, by the European Patents Office or in either the Federal Republic of Germany, France, the United Kingdom, Austria or the United States of America.
- 3.2 The *Contractor* shall exempt *INDEX* from all claims associated with the use of such property rights.
- 3.3 The above provisions 3.1 and 3.2 shall not apply insofar as the *Contractor* has manufactured individual parts and/or assemblies on the basis of drawings, files, models or equivalent descriptions or information provided by *INDEX* and does not know that property rights have been violated or need not know of such violations in conjunction with the products developed by the *Contractor*.
- 3.4 Insofar as the *Contractor's* liability is excluded in accordance with No. 3.3, above, *INDEX* shall exempt the *Contractor* from all claims by third parties.
- 3.5 The contracting partners undertake to inform one another of any violations without delay and to grant one another the opportunity to defend against corresponding claims by mutual agreement.
- 3.6 When requested by *INDEX*, the *Contractor* shall disclose the use of published and unpublished own property rights and pending rights, as well as licensed rights, relating to the delivered item.

4 Term / amendment / termination

- 4.1 The present Agreement shall come into force when signed by both contracting parties, unless agreed otherwise.
- 4.2 Amendments and/or supplements shall only be valid if agreed in writing. This requirement cannot be changed by verbal agreement.
- 4.3 The Agreement shall run indefinitely and may be terminated with three months' notice effective at the end of a month. The obligation to maintain confidentiality for the projects negotiated during the term and/or completed delivery contracts shall remain unaffected by termination of the Agreement.

5 Applicable law / jurisdiction

- 5.1 German law shall apply exclusively.
- 5.2 Venue for jurisdiction shall be Esslingen. *INDEX* may also sue the *Contractor* at the latter's headquarters.

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6 Saving clause

If any of the provisions of this Agreement prove or become invalid or unenforceable, this shall not affect the validity of the Agreement as a whole. The contracting parties undertake in such a case to implement a valid and enforceable provision replacing the invalid or unenforceable ruling and meeting the latter's intended purpose to the greatest possible extent.

Place / Date

[Contractor]

Stamp / Signature(s)

Esslingen,

Place / Date

[INDEX]

Stamp / Signature(s)