

## Non-Disclosure Agreement

between

### **SBS-Feintechnik GmbH & Co. KG**

Hermann Burger Str. 31

D-78136 Schonach, Germany

#### **including companies affiliated with SBS-Feintechnik**

(KBS Spritztechnik GmbH, Am Fabrikberg 7, 78136 Schonach;  
KBS Antriebstechnik GmbH, Am Fabrikberg 7, 78136 Schonach;  
SBS-Mechatronics GmbH; Hauptstrasse 20, 1713 St. Antoni, Schweiz;  
SBS-NEPRON, s.r.o.; Drahotinska 411, 331 51 Kaznejov, Czech Republic;  
SBS Drivetec Inc., 162 King Street, Barrie, Ontario L4N 6L 2, Canada;  
KBS Molding Inc., 162 King Street, Barrie, Ontario L4N 6L 2, Canada;  
KBS-Stanztechnik GmbH, Triberger Strasse 5, 78141 Schönwald;  
Systemtechnik LEBER GmbH & Co. KG, Haimendorfer Straße 52, 90571 Schwaig;  
KBS-Blechformtechnik GmbH, Robert-Bosch-Str. 7, 78048 Villingen-Schwenningen)

(hereinafter referred to as S B S)

and

Company
Street, Number
Zip code, country

(hereinafter referred to as **the undersigned**)

As a representative of the above mentioned company, **the undersigned** has either already established business relations or is currently in negotiations with S B S regarding possible collaboration. Within this context, S B S will make confidential information available to him.

**The undersigned** and the company represented by him are bound by this contract to keep all information received from S B S secret, and to make use of it solely for the purpose of evaluating possible collaboration, or within the framework of collaboration, and to refrain from exploiting such information for his own benefit or from allowing any third party from doing so, or from making such information accessible to any third party without receiving previous written consent from S B S.

**The undersigned** may only forward confidential information to other employees of his company insofar as they require such information for the execution of tasks associated with collaboration. **The undersigned** must assure that such employees are obligated to maintain secrecy by appropriate means.

All technical and commercial information, specifications, documents and particulars originating from S B S and its employees are deemed confidential information. Information which was already known to the general public at the time of submission, or which has been published by a duly empowered representative of S B S, is not subject to secrecy.

**The undersigned** acknowledges S B S's claims to ownership of all documentation and records, engineering drafts etc. received from S B S, and undertakes to refrain from deriving or asserting claims of any sort therefrom; this applies as well to patents and patentable developments (e.g. registered designs) which result from the initiation of business relations or collaboration. **The undersigned** undertakes to return all documentation received from S B S in its entirety upon initial request, without retaining any copies, and to refrain from making any use whatsoever of knowledge gained from such documentation either by himself, by the company he represents or by any third party.

The period during which secrecy must be maintained after the dissolution of business relations in the event that collaboration has taken place, or after the failure of initiation of business relations, amounts to

**5 calendar years.**

**The undersigned** undertakes to exploit all available legal remedies, at his own expense, in the event that an employee of the company which he represents leaves such company and unlawfully exploits any information which is subject to this non-disclosure agreement. S B S's right to assert claims for the compensation of damage against **the undersigned** remains unaffected by this stipulation.

Any disputes arising hereunder shall be settled before the competent court of law which presides over the place of business of our company.

The parties to this agreement concur that not all of the distinguishing features of any violation of this non-disclosure agreement can be described conclusively. For this reason, the agreement shall always be interpreted in favour of the owner of the protective rights in the event of a dispute, and the wording of the agreement is deemed secondary.

If this agreement contains any unclear stipulations, or if any included stipulations are or should become invalid due to legal regulation, the parties to this agreement concur that the remainder of the agreement shall not be invalidated as a result. In such cases, any unclear, inadequate or legally invalid stipulations shall be replaced by a supplementary formulation which approximates the original spirit of the agreement and is legally permissible.

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Place, date

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Signature