

Appendix 23\_INT

Confidentiality Agreement

Master form – Business- and Company secrets

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Name · Address · Company

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Subject of Discussion

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Contact at Heidelberg

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**CONFIDENTIALITY AGREEMENT**

I herewith declare that I shall keep confidential all technical innovations which I will see or which will be shown or explained by

**Heidelberger Druckmaschinen Aktiengesellschaft**

or by one of its subsidiaries. **I shall also keep confidential any trade and company secrets as well as all other oral or written information of Heidelberger Druckmaschinen Aktiengesellschaft, of which I will have gained knowledge.**

I shall not make available to the public or to members of my company such knowledge about innovations and **information** directly or indirectly, unless the transfer of such information within my company is necessary on account of a **cooperation entered between Heidelberger Druckmaschinen Aktiengesellschaft and my company.** In this case, **I shall obligate** the persons concerned to **keep confidential the information I have disclosed to them, so as if it were a secret of the own company. This Information, then, is only to be used within the scope of such cooperation and cannot be used to benefit personal business or third parties.**

The obligation to keep this information confidential shall cease only upon a respective decision by the management board of Heidelberger Druckmaschinen Aktiengesellschaft, or when the technical innovation and/or information have been disclosed to the public by legal means.

Date

Signature

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# AGREEMENT OF CONFIDENTIALITY

entered into by and between

**Heidelberger Druckmaschinen Aktiengesellschaft**

Kurfuersten-Anlage 52-60  
69115 Heidelberg, Germany

(hereinafter referred to as "**HEIDELBERG**")

and

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(hereinafter referred to as "**PARTNER**")

(hereinafter jointly referred to as „**PARTIES**“)

1. HEIDELBERG is planning to cooperate with PARTNER in the field of:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

The above mentioned cooperation will hereinafter be referred to as "**PROJECT**".

For that purpose HEIDELBERG will disclose to PARTNER confidential information of both commercial and technical nature. This confidential information will be disclosed either orally or by means of drawings, diagrams, computer programs or any other data media, or by handing over of items like machines, mechanical, electrical, electronic or information technology components, modules or elements. It comprises specifications and data that may be significant trade secrets of HEIDELBERG.

This information shall be deemed confidential if

- a) in case of oral disclosure HEIDELBERG appoints the information as being confidential and confirms this in writing within three (3) weeks after such disclosure, or
- b) in case of handing over of written documents, other tangible media or items as described above, the respective document, media or item is marked as being confidential or the confidentiality is indicated orally at the time of handing over and confirmed in writing within three (3) weeks after handing over.

All such information is hereinafter referred to as „**CONFIDENTIAL INFORMATION**“.

2. PARTNER hereby commits himself to use the CONFIDENTIAL INFORMATION exclusively for the purposes of the PROJECT and especially not to divulge it to any third party. This obligation shall apply irrespective of whether or not such CONFIDENTIAL INFORMATION could be protected by patents, copyrights or other intellectual property rights.

Furthermore PARTNER agrees to keep in strict confidence the fact that he is carrying out the PROJECT with HEIDELBERG as well as the contents of the PROJECT.

PARTNER also commits himself not to use the CONFIDENTIAL INFORMATION for the development or modification of its own products. Neither will PARTNER file a patent application based on the CONFIDENTIAL INFORMATION or use it to reply to a patent application of HEIDELBERG.

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Upon request of HEIDELBERG PARTNER agrees to return all materials and objects (including copies) containing the CONFIDENTIAL INFORMATION.

3. Furthermore PARTNER commits himself to make available the CONFIDENTIAL INFORMATION (and also all copies or records made thereof, or items that have been handed over) only to those employees who participate in the PROJECT and therefore need to know the CONFIDENTIAL INFORMATION. On these employees also the secrecy obligations of this Agreement shall be imposed no matter if they should later leave employment or end their representation.
4. The obligations under sections 3 and 4 apply to all CONFIDENTIAL INFORMATION with the exception of information that is at the time of disclosure either
  - a) commonly known, published, part of special branch technical knowledge or general state of the art, or
  - b) individually known by PARTNER. PARTNER will inform HEIDELBERG of such individual previous knowledge by written notice within three (3) weeks.
5. The obligations under sections 3 and 4 shall be omitted if, and as soon as after the time of disclosure, the CONFIDENTIAL INFORMATION
  - a) becomes publicly known in the aforesaid sense (without any breach of this Agreement by PARTNER),
  - b) is rightfully received by PARTNER from a third party without violation of any terms of any commitment in concern with the secrecy of the CONFIDENTIAL INFORMATION,
  - c) is discovered or developed by PARTNER independently from the CONFIDENTIAL INFORMATION,
  - d) is made public by HEIDELBERG, or
  - e) is disclosed pursuant to legal requirements, in which case PARTNER must simultaneously indicate this to HEIDELBERG.

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**6. Term of Agreement and Term of Confidentiality Obligations**

- a) The terms and conditions of this Agreement, including but not limited to the procedures set forth herein, shall remain in effect for a period of one (1) year from the date of PARTNER's signature.
- b) Notwithstanding paragraph 7a) above, PARTNER's obligation of limited use and confidentiality with respect to each item of the CONFIDENTIAL INFORMATION shall terminate three (3) years from the date of receipt thereof.

7. This Agreement shall be governed in all respects by the laws of the Federal Republic of Germany. The place of jurisdiction shall be Heidelberg, Germany.

8. Attachments to this Agreement of Confidentiality:

Attachment 1: Form of "Confirmation of Disclosure of CONFIDENTIAL INFORMATION"

**PARTNER****HEIDELBERG**\_\_\_\_\_  
(Place and Date)\_\_\_\_\_  
(Place and Date)\_\_\_\_\_  
(Name: )

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(Name: )

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(Name: )

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(Name: )

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