

# CONFIDENTIALITY AGREEMENT



The following **Agreement** is entered into by and between the companies

- hereinafter referred to as S & S –

Schulte & Schmidt S.R.L.  
Alunului, 10  
Brasov 500483

- hereinafter referred to as Supplier–

1. S & S and the Supplier have established, or plan to establish, cooperation. In the course of such cooperation, the Supplier/ Employee has obtained or will obtain knowledge or possession of information and documents which are subject to a confidentiality obligation. **Information** may include: any business, trade or production secrets obtained from S & S, as well as the contents of any conversation communicated personally or via telephone, to the extent that they are connected with the manufacturing of any products or the provision of any services for S & S. **Documents** may include, for example: technical drawings or sketches, specifications, factory standards, parts lists, flow chart, software or data carriers, as well as sample parts, tools irrespective of whether they have been provided by S & S or created by the Supplier.
2. Upon receipt of the information or documents, the Supplier undertakes to maintain strict confidentiality towards any third party. The Supplier shall make such information or documents available only to those persons involved in the products or services requested by S & S, the sourcing of relevant materials and/ or pre-products or the calculation process. Nevertheless, such persons shall be obliged by Supplier to maintain confidentiality towards any third party, In this respect, S & S may demand to be furnished with corresponding evidence upon request.
3. Both Parties reserve the right to their own confidential information resulting from the cooperation, including, without limitation, the right to protect intellectual property of any kind whatsoever, e.g. by applying for patents, utility models, design patents, varieties protection rights, trademarks, by protecting topographies of semi-conductor products, by obtaining copyright protection, protection of databases and any other forms of protection which may be available in the respective countries .
4. This Confidentiality Agreement shall have an indefinite term and shall not expire even if the Supplier returns the provided documents to S & S. In justified cases, upon written request by the Supplier, S & S may release the Supplier from the confidentiality obligation .

## Supplier:

Schulte & Schmidt SRL

**Surname and Name:**

**Position:**

**Date:**

**Signature & Stamp:**