

CONFIDENTIALITY AGREEMENT

Bilateral confidentiality agreement.

Template for initial discussions and technical explorations between new direction and procurement departments, system manufacturers, or consortium partners. Bilingual German and English. The German version prevails in case of interpretation.

TEMPLATE	APPLICATION	BUILDING BLOCK	SENDER
Bilingual DE/EN	Initial consultations	2 of 6	new direction GmbH

BETWEEN	AND
	new direction GmbH
Address	Main Street 7, 86356 Neusäß
Represented by	Represented by the management
– HEREINAFTER REFERRED TO AS "PARTY A" –	– HEREINAFTER REFERRED TO AS "PARTY B" –

The parties intend to exchange confidential information during an initial consultation or technical assessment. For this purpose, they agree to the following provisions. This template is a sample document and does not replace individual legal review. It may be replaced by a document provided by the disclosing party.

The parties intend to exchange information of a confidential nature within the scope of an initial meeting or technical exploration. To this end, they agree on the commission set out below. This template constitutes a draft and does not replace legal review in individual cases. It may be superseded by the disclosing Party's own template.

§ 1

Purpose

Purpose

The purpose of this agreement is to explore potential cooperation in the field Project title. The information disclosed during this audit will be handled in accordance with this agreement.

The purpose of this Agreement is the evaluation of a potential cooperation in the field of [Project Name] . Information disclosed in the course of this evaluation shall be handled in accordance with this Agreement.

§ 2

Confidential information

Confidential Information

Confidential information includes all technical, economic, legal, and other details, documents, source codes, specifications, knowledge, and insights that one party discloses to the other within the scope of the purpose in written, electronic, oral, or tangible form and that are recognizable as confidential by their content or marking.

Confidential Information means all technical, commercial, legal and other data, documents, source code, specifications, know-how and findings disclosed by one Party to the other in the course of the Purpose in written, electronic, oral or embodied form and which are recognizable as confidential by content or marking.

§ 3

Obligations of the receiving party

Obligations of the Receiving Party

The receiving party undertakes to

- Confidential information shall be used exclusively for the purpose agreed upon in Section 1.
- to protect them with the same care with which it protects its own confidential information, but at least with the care of a prudent businessperson,
- to make them accessible only to those employees, agents or consultants who need to know them for this purpose and are subject to an equivalent duty of confidentiality.

The receiving party undertakes to

- use Confidential Information solely for the Purpose defined in Section 1,
- protect it with the same care as it protects its own confidential information, in any event with the care of a diligent business,
- disclose it only to employees, agents or advisors who need to know it for the Purpose and who are bound by equivalent confidentiality obligations.

The obligation of confidentiality does not apply to information that

1. were already publicly known at the time of disclosure or become publicly known through no fault of the receiving party,
2. which were demonstrably already known to the receiving party prior to disclosure,
3. demonstrably developed independently by the receiving party without the use of Confidential Information,
4. must be disclosed due to legal regulations, official orders or legally binding decisions, with the receiving party informing the disclosing party without delay.

The confidentiality obligation shall not apply to information that

1. was already publicly known at the time of disclosure or becomes publicly known without fault of the receiving Party,
2. was demonstrably known to the receiving party prior to disclosure,
3. was demonstrably developed independently by the receiving Party without use of the Confidential Information,
4. must be disclosed by statutory provision, administrative order or final court decision, in which case the receiving Party shall promptly inform the disclosing Party.

§ 5

Disclosure to third parties*Disclosure to Third Parties*

Disclosure of Confidential Information to third parties, including affiliated companies and subcontractors, requires the prior written consent of the disclosing party. The receiving party shall ensure that any authorized third parties are subject to an equivalent confidentiality obligation.

Disclosure of Confidential Information to third parties, including affiliates and subcontractors, requires the prior written consent of the disclosing Party. The receiving party ensures that approved third parties are bound by equivalent confidentiality obligations.

§ 6

No transfer of rights*No Transfer of Rights*

This agreement does not establish any transfer of ownership, copyright, patent, trademark, or other intellectual property rights. Confidential information remains the property of the disclosing party.

This Agreement shall not effect any transfer of ownership, copyright, patent, trademark or other intellectual property rights. Confidential Information shall remain the property of the disclosing Party.

§ 7

Duration and return*Term and Return*

This agreement enters into force upon signature by both parties. The confidentiality obligation lasts for the duration of three years. This applies after the conclusion of the exploratory phase or termination of the cooperation. Upon written request from the disclosing party, confidential information, as well as all copies and extracts, must be returned immediately or verifiably destroyed. Destruction must be confirmed in writing upon request.

This Agreement enters into force upon mutual signature. The confidentiality obligation shall remain in effect for a period of three years after conclusion of the exploration or termination of the cooperation. Upon written request of the disclosing Party, Confidential Information and all copies and excerpts shall be promptly returned or verifiably destroyed. Destruction shall be confirmed in writing upon request.

The breaching party shall be liable for damages arising from a breach of this agreement in accordance with statutory provisions. Further rights, in particular claims for injunctive relief, remain unaffected. The parties acknowledge that a breach of confidential information may result in substantial damages that cannot be fully compensated by monetary damages.

The breaching Party shall be liable for damages resulting from a breach of this Agreement in accordance with statutory provisions. Further rights, in particular claims for injunctive relief, shall remain unaffected. The Parties acknowledge that a breach of Confidential Information may lead to substantial damages that cannot be fully compensated by monetary damages.

§ 9

Applicable law and jurisdiction

Governing Law and Jurisdiction

This agreement is subject to the law of Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is [location]. augzburg .

This Agreement shall be governed by the laws of the Federal Republic of Germany , excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Augsburg .

§ 10

Final Provisions

Miscellaneous

Amendments and additions to this agreement must be in writing. This also applies to any waiver of this written form requirement. Should any provision of this agreement be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that most closely approximates its intended economic purpose.

Amendments and additions to this Agreement require written form. This also applies to the waiver of the written form requirement. Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes closest to the intended commercial purpose.

SIGNATURES

PARTY A

PARTY B • NEW DIRECTION GMBH

PLACE, DATE

PLACE, DATE

SIGNATURE

SIGNATURE

NAME, FUNCTION • NAME, TITLE

NAME, FUNCTION • NAME, TITLE

NOTICE

This template is a sample draft. It does not replace legal review in individual cases. For engagements with classified content or security clearance relevance, additional agreements may be required. New direction GmbH alternatively accepts the disclosing party's own non-disclosure template.