Non-Disclosure Agreement

between

//SEIBERT/MEDIA
Kirchgasse 6
65185 Wiesbaden

– hereinafter referred to as “Receiving Party” –

and

Name
Address
Postcode Location

– hereinafter referred to as “Disclosing Party” –

In the following Agreement, //SEIBERT/MEDIA GmbH and _____ shall be referred to individually as Contracting Party and jointly as Contracting Parties.

§1 Preamble

The Disclosing Party intends to make information available to the Receiving Party that requires confidentiality. The Receiving Party is aware that the confidential treatment of information is an indispensable prerequisite for collaboration. In order to ensure the greatest possible level of protection of this confidential information, the following Agreement is made.

§2 Scope of this Non-Disclosure Agreement

Confidential information within the scope of this Agreement shall include in particular:

1. All information identified by the Disclosing Party as confidential;
2. All information made available to the Receiving Party which is directly related to the business activities and trade secrets of the Disclosing and their customers, including all financial, technical, economic, legal and fiscal circumstances, as well as internal circumstances and procedures.

Whether and on which medium the information is presented is irrelevant.

§3 Obligation of Confidentiality

The Receiving Party shall keep all confidential information made available to them and:

1. to take all necessary measures to prevent third parties from gaining knowledge of the confidential information;
2. handle the confidential information just as carefully as they handle their own information, but at least with the care of a professional businessman;
3. not make the confidential information available to third parties, where lawyers or auditors who are lawfully or professionally bound to secrecy are not considered as third parties within the meaning of this Agreement;
4. limit access to the confidential information to employees who need to know the information in the ordinary course of business, and oblige them to provide the same level of secrecy as the Receiving Party;
5. use the confidential information exclusively in the context of the collaboration.

§4 Exceptions

The previous obligation of confidentiality shall not apply when it can be proven that the information:

1. was public knowledge at the time of disclosure;
2. was already known to the Receiving Party at the time of disclosure;
3. subsequently became public knowledge through no fault of the Receiving Party;
4. was lawfully disclosed to the Receiving Party by a third party without any obligation of confidentiality;
5. was approved of in writing by the Disclosing Party for public disclosure, or;
6. is to be disclosed on the basis of a binding official or judicial order or mandatory legal regulations, provided that the Receiving Party has informed the Disclosing Party in writing sufficiently in advance of the information's disclosure, and has given the Disclosing Party the opportunity to take countermeasures.

The Receiving Party must prove the existence of the prerequisites upon appeal by invoking one of the aforementioned exceptions.

§5 Period

The obligation to maintain confidentiality pursuant to this Agreement shall become effective upon the signing of this Agreement by the Contractor and shall be valid for a period of two years. The obligation to maintain the confidentiality of all confidential information shall continue for a further two years after the termination of this Agreement.

§6 Return and Destruction

The Disclosing Party may, within 90 days after termination of the contract, demand in writing that the confidential information and all copies be returned or destroyed. The Receiving Party shall either return the confidential information and all copies thereof or confirm the successful destruction of the confidential information and all copies thereof in writing within 30 days of receipt of the request from the Disclosing Party.

The obligation to return and destroy does not apply to confidential information whose storage is mandatory for legal reasons or for the purpose of proper accounting. This also includes automatically created backup copies in which a return or destruction is not technically possible or economically feasible. Such confidential information shall be treated confidentially for the entire duration of the retention period in accordance with this Agreement, notwithstanding the provisions of §5.

§7 License Disclaimer

The parties agree that this Agreement does not grant any license or right to use the Confidential Information, either expressly or otherwise.

§8 Right of Appeal

The Contracting Parties agree that a breach of this Agreement may result in irreparable damage. In such a case, the Disclosing Party shall therefore be entitled to all necessary legal rights of appeal, in particular the right to obtain a preliminary injunction.

§9 Exclusion of the Obligation to Disclose

This Agreement does not impose any obligation on the Parties to disclose confidential information, to use the information provided, to ensure the accuracy or completeness of the information provided, or to grant the other party licenses to intellectual property rights or copyrights that go beyond the terms of this Agreement.

§10 Written Agreement

There are no verbal agreements. Amendments and additions to this Agreement must be made in writing. Should a provision of this contract be or become invalid or unenforceable, all other provisions shall remain unaffected. The Parties shall endeavor to replace such an invalid provision with a valid and enforceable provision in line with the intention of this Agreement. The same shall also apply for any unintentional omissions in this Agreement.

//SEIBERT/MEDIA GmbH
Kirchgasse 6
65185 Wiesbaden

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Amtsgericht Wiesbaden: Handelsregister B 11502
Umsatzsteueridentifikationsnummer: DE 204695161

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§11 Governing Law and Place of Jurisdiction

The law of the Federal Republic of Germany to the exclusion of any conflict of laws shall apply to this Agreement. The place of jurisdiction is _____.

//SEIBERT/MEDIA GmbH	**Disclosing Party**
_____	_____
Location, Date	Location, Date
_____	_____
Name in Print, Position	Name in Print, Position
_____	_____
Signature	Signature