

Template**between**

Romay AG
Gontenschwilerstr. 5
5727 Oberkulm, Switzerland

.....
 and

Specimen supplier AG
Hauptstr.1
1234 Hausen, Switzerland

.....

- hereafter referred to individually or jointly as “Contracting Party/Parties” –

Preamble

Romay AG and **Specimen supplier AG** will exchange and provide information in connection with discussions between them regarding technical evaluation and preparation of a quotation on ... **works** (hereafter referred to as “Purpose”) that one or both Contracting Parties will deem to be confidential. The Contracting Parties therefore agree as follows:

Confidential information

Any information, documents, computer programmes (or parts thereof), samples and any records and documentation, irrespective of their nature and origin (in particular information conveyed verbally too), which a Contracting Party imparts, discloses, hands over or otherwise makes accessible in connection with the Purpose, or of which the Contracting Party can obtain knowledge, is information that is to be treated in confidence in accordance with this Undertaking’s provisions (hereafter “Confidential Information”. In particular this includes any information regarding product development, product design, technical data, information concerning costs, prices, customers’ names, information about financial circumstances, operating methods, intellectual property (such as patents, copyrights, or marks) and any know-how.

The following is not classed as confidential information:

- Information generally known or becoming known to the Contracting Party without breach of contract,
- Information for which the Contracting Party can prove that it was legally in possession of same before signing this Confidentiality Undertaking,
- Information for which the Contracting Party can prove that it has developed it independently of the confidential information, and
- for which the Contracting Party can prove that it was obtained legally from a third party authorised to publish the information.

Use of confidential information

Each Contracting Party undertakes to use the confidential information solely for the Purpose defined in the Preamble. In particular there is an obligation to eschew personal use or use for a third party, or to not disclose all or part thereof to these third parties, or to not make it accessible in any way if not permitted by this Undertaking or with the written consent of the other Contracting Party. The Contracting Parties further undertake to treat the information in confidence and to make it accessible

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only to its own employees and contracting parties who need to have knowledge of it for fulfilment of their contractual duties and in connection with the Purpose. An appropriate agreement is to be concluded with these employees and contracting parties.

Duration

This undertaking will come into force on **x.x.201x** and shall cease two years after signature by both Contracting Parties without the need for termination. The Confidentiality Undertaking shall persist for five years from signature by both Contracting Parties of this Undertaking, after the end of the Undertaking.

Breach of contract

As the beneficiary and party requiring protection, each Contracting Party reserves the right to assert any claims arising from breach of this Confidentiality Undertaking.

Duty to return information

On termination of this Undertaking, the Contracting Parties undertake to return immediately all written records and data carriers on which confidential information is recorded or stored and that the Contracting Party has received from the other Contracting Party. In addition the Contracting Party must destroy all other records or data carriers on which confidential information is recorded or stored. Destruction or deletion of the confidential information must be confirmed in writing without delay.

Completeness of the Undertaking

This Undertaking contains all agreements reached concerning the subject of the Undertaking. Any amendments, supplements or riders must be effected exclusively in writing and with reference to this Undertaking. They must be signed by both Contracting Parties in a legally binding manner.

Applicable law

This contract is subject to Swiss law.

Jurisdiction

The place of jurisdiction is Kulm, Switzerland.

Romay AG

Specimen supplier AG

Place and date, signature

Place and date, signature

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