



# Non-disclosure agreement

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Non-disclosure agreement between

Gremotool GmbH, Wilerstrasse 3, CH-9200 Gossau  
hereinafter referred to as Contractor / Service Provider

and

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Hereinafter referred to as the Client / Service Recipient

(hereinafter also referred to as the Parties)



## 1. Subject

This agreement regulates the confidentiality of data knowledge acquired by the parties in the course of their joint work and/or vice versa. The economic and legal independence of the contracting parties shall be maintained.

The parties have a statutory interest in ensuring that confidential information about the business or services is not disclosed to unauthorized third parties and that the provisions relating to data protection are complied with.

Data protection is product protection. This means that not only the product as such is protected, but also the individual parts of the product to which this data is assigned. Product protection is information about a specific or determinable workpiece for the product. Processing of product protection is understood to mean any handling of data, such as the collection, procurement, recording, gathering, use, reworking, dispatch, disclosure, archiving and destruction. The mere storage of data therefore also counts as processing and must comply with legal requirements. Product data is protected regardless of whether it is processed manually or electronically. The processing of product data must be lawful, proportionate and appropriate. This means that the processing of product data requires a legal basis and that it may only be processed for the purpose for which it was originally obtained. In addition, employees may only access the product data that they actually need to fulfil their tasks.

The customer recognizes the product protection without reservation.

The customer and customer-provider recognize, without reservation, data protection.

## 2. Maintaining confidentiality

The parties undertake to maintain confidentiality about all information disclosed to them, the technical expertise and business and trade secrets that they learn or develop during the collaboration, and not to make them accessible to third parties, either in whole or in part. Confidentiality must be maintained even before the contract is concluded and shall remain in force for five years after the end of the contractual relationship. Statutory duties of disclosure and information as well, as information required for the client's own defence in legal disputes, shall remain reserved. Furthermore, confidentiality shall cease to apply if the Contractor or Client learns information independently of the Contractor and Client, the information becomes public knowledge or is no longer treated as confidential by the Contractor and Client.

## 3. Special obligations

- I. The parties undertake to use the knowledge obtained only for the agreed purpose. Access to data and information shall only take place to the extent necessary for the proper fulfilment of tasks.
- II. The parties are prohibited from any use or disclosure to unauthorized third parties. The parties are responsible for ensuring that the means of user identification and access authorization are not disclosed to other persons and that information about them is not accessible.
- III. The parties undertake to comply at all times with the relevant provisions of the European GDPR, Swiss GDPR, copyright law and product secrecy in connection with the exchange of data and information brought about by them.



- IV. The parties undertake to maintain data integrity. They may not reformat, remove, send, destroy, store on another system, or otherwise manipulate the product data made available to them without the express consent of the client or service provider. The exception to this is for internal purposes to fulfil the order.
- V. The essential content of the non-disclosure agreement must be communicated by the parties and to all internal departments.
- VI. Defects or malfunctions of affected systems or services that come to the attention of the parties, as well as the use of the parties by unauthorized third parties (e.g., hackers) in breach of the law or the contract, must be reported to the client without undue delay if they pose serious risks.

#### **4. Contractual penalty**

If the client or service provider breaches this confidentiality obligation, it shall owe the client or service provider a contractual penalty of at least the damage incurred. Criminal proceedings and consequences under liability law are reserved in the event of non-compliance with national and international data protection regulations.

#### **5. Amendments**

Amendments to this agreement are only valid if they have been agreed in writing and signed by the parties.

This agreement shall be drawn up in duplicate, and the service provider and client shall each receive a copy signed by both parties.

#### **6. Cancellation**

This agreement can be terminated with a notice period of 6 months to the end of a calendar month, but no earlier than \_\_\_\_\_.

All obligations mentioned or defined in this agreement shall remain in force for the next 5 years from the date of termination.

Upon termination of the non-disclosure agreement, the parties must delete all data (e-mails, drawings, production information, etc.) sent or provided. The statutory retention obligations or purchased data are not affected by this.



## 7. Applicable law, Place of Jurisdiction

The parties are and act together as partners. In the event of disagreements, the parties consciously agree that a joint solution will first be sought in partnership around a table. If no solution is found after several meetings, the client or the service provider may instruct a justice of the peace or a mediator to work out a solution. The costs shall be borne by both parties at 50% each.

The courts of the Canton of St. Gallen, Switzerland, shall have jurisdiction over all disputes arising from the contract.

This is a translated version of the German document. In the event of a legal dispute, the German version shall prevail.

Unless otherwise stated herein, the place of fulfilment is the registered office of Gremotool GmbH. This contract is subject to Swiss law.

Place and Date

Gossau, \_\_\_\_\_

Place and date

\_\_\_\_\_

Gremotool GmbH

\_\_\_\_\_

René Baumann  
First- & Last name

\_\_\_\_\_  
First & Last name

Philipp Hugentobler  
First & Last name

\_\_\_\_\_  
First & Last name

Christian Eberle  
First- & Last name

\_\_\_\_\_  
First & Last name

