

# ABUS USA Confidentiality Agreement

## ABUS Vitesse™ Restricted Keying System Form AV#21



Security Tech Germany

THIS AGREEMENT is entered into the \_\_\_\_\_ th day of \_\_\_\_\_, \_\_\_\_\_  
(date) (month) (year)

### BETWEEN

ABUS USA, LLC, an Arizona Limited Liability Corporation (aka ABUS USA, ABUS)  
located at 23910 N. 19th Ave. #56, Phoenix, AZ 85085

### AND

\_\_\_\_\_, located at \_\_\_\_\_

**WHEREAS**, Recipient desires to receive from the ABUS USA, and ABUS USA wishes to transmit to the Recipient certain proprietary information relating to a project for which Recipient is providing services to ABUS USA (the "Project") provided that Recipient agrees to keep all such information strictly confidential; and

**WHEREAS**, the purpose of this Agreement is to provide for the protection of the confidentiality of the information that is disclosed or provided to Recipient;

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement, the ABUS USA and Recipient agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall be defined as any information, technical data or know-how belonging to ABUS USA, including but not limited to, that which relates to the Project, ABUS USA's research, products, developments, inventions, manufacturing processes, production techniques, designs, purchasing, accounting, assembly, distribution, engineering, pricing, marketing, merchandising, sales and/or advertising and promotional support by ABUS USA, as well as any discoveries, concepts and ideas, whether patentable or not, processes, methods, formulas and techniques (as well as improvements thereof or know-how related thereto) concerning any present or future prospect or activities of the ABUS USA which is delivered by ABUS USA to Recipient in writings, drawings, orally or by other media.
2. Recipient shall exercise the highest degree of care in order to ensure that no person or entity other than those persons or entities who have a need to know the Confidential Information for purposes in furtherance of Recipient's business with ABUS USA shall have access to any of the Confidential Information. Recipient represents and warrants to ABUS USA that each such person shall be advised of and become familiar with the terms of this Agreement, and that it will, if requested by ABUS USA, cause each such person or entity to execute and deliver ABUS USA a Non-Disclosure and Confidentiality Agreement similar hereto.
3. Recipient recognizes and acknowledges that ABUS USA would suffer irreparable injury from the unauthorized use or disclosure of any of the Confidential Information and Recipient agrees that it shall hold in strict confidence

and not use for its own purposes (other than in accordance with the terms hereof) or disclose, transfer or make available, directly or indirectly, to any person or entity to whom disclosure is not authorized by this Agreement, any of the Confidential Information. Recipient further agrees and acknowledges that ABUS USA shall have the right to obtain injunctive relief against the unauthorized use, disclosure or transfer of any of the Confidential Information, as well as the right to pursue all of its other remedies in equity and at law.

4. The Confidential Information is and shall remain at all times the exclusive property of ABUS USA, and Recipient shall, at any time upon request and at its sole cost and expense, return immediately to the ABUS USA any and all the Confidential Information furnished to it, including all copies thereof.
5. All rights, proprietary or otherwise, in and to the Confidential Information, including but not limited to copyright, trademark, trade name, trade secret or patent rights, are the exclusive property of ABUS USA and Recipient shall not take any actions inconsistent therewith.
6. The existence of this Agreement and the receipt of the Confidential Information shall be considered to be a confidential nature, and shall be accorded the same protection, as is the Confidential Information.
7. Recipient and ABUS USA shall be solely responsible for ensuring, and shall exercise the highest degree of care in order to ensure, that the provisions of this Agreement are strictly performed by all persons and entities to whom disclosure is made by them in accordance with the terms hereof.
8. Recipient's obligations relating to the Confidential Information shall survive the return of any of the Confidential Information, or the termination of the parties' business relationship, except to the extent that any of such Confidential Information (i) is known by Recipient or can be shown to have been in its possession prior to disclosure by ABUS USA; (ii) has entered or hereof enters the public domain through no wrongful act of Recipient with respect to the information of data in question, or its employees or those person or entities to whom disclosure is made by it in accordance with the terms hereof; (iii)

**ABUS USA Confidentiality Agreement**  
**ABUS Vitesse™ Restricted Keying System Form AV#21**



Security Tech Germany

has been or is rightfully received by Recipient from a third party which to Recipient's knowledge is under no obligation to maintain the confidentiality thereof; or (iv) is developed by Recipient independently of the Confidential Information. However, in no event shall Recipient's duty to hold Confidential Information in confidence exceed three (3) years.

- 9. In the event Recipient is required by law or legal process to disclose any Confidential Information, Recipient shall provide prompt notice of such to the ABUS USA so that it may seek legal protection for the Confidential Information and/or waive Recipient's compliance with this Agreement.
- 10. This Agreement shall not operate in a way to grant or confer any patent right or license in any of the Confidential Information, nor as consent by ABUS USA to Recipient for its use of any Confidential Information which may become public knowledge through any improper act or omission on behalf of Recipient.
- 11. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**IN WITNESS WHEREOF**, the parties have by their duly authorized officers caused this Agreement to be executed as of the date written above.

Customer to return two original signed agreements to ABUS for signature. ABUS will then return fully executed original agreement back to the Recipient for their records.

**ABUS USA**

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Fax No. Date

**RECIPIENT**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Fax