

CONFIDENTIALITY AND EXCLUSIVITY DECLARATION

Metz Aerials GmbH & Co. KG, Carl-Metz-Straße 9, 76185 Karlsruhe (hereinafter referred to as Metz Aerials)

and

company... (hereinafter referred to as the Contractual Party)

1. The Contractual Party undertakes to treat all intellectual property belonging to Metz Aerials which becomes known to the Contractual Party during the course of the contractual relationship as confidential, and to ensure that it is not made accessible to third parties. If, within the framework of the business relationship, it is necessary to give third parties access to the intellectual property of Metz Aerials in order to fulfill contractual obligations, the Contractual Party's agent shall undertake to transfer the obligations arising from this agreement to the assistants and vicarious agents.
2. Intellectual property
Within the framework of this agreement, intellectual property includes all commercial and/ or technical papers, information and documentation (e.g. specifications, drawings, plans, calculations, CAD documents or other computer documents) which become known within the realms of a pre-contractual or contractual relationship, or which are produced within the framework of the contractual relationship on the basis of joint activities.
3. Publication/ reproduction
The publication/ reproduction of intellectual property or extracts thereof, or the provision of access to intellectual property or extracts thereof to third parties, requires prior, written agreement from Metz Aerials.
4. You also hereby declare that you will not perform direct or indirect deliveries and/ or services for purchasers of fire-fighting vehicles or other manufacturers and dealers of products for the fire-fighting industry in Germany or abroad.
5. You shall guarantee that third parties, in particular producers and dealers of fire-fighting vehicles or of components for fire-fighting vehicles, will not have access to products produced on our behalf and will not receive any information concerning these products or be able to obtain them themselves.
6. These obligations shall remain valid to a maximum of three years after our joint activities have ended.

In complete agreement with the contents of the declaration.

Company:

Mr./ Ms:

Date: