**COOPERATION AGREEMENT**

between

## LORCH Schweisstechnik GmbH, Im Anwänder 24-26, D-71549 Auenwald

hereinafter referred to as LORCH and

**<< name and address of partner supplier >>**

hereinafter referred to as Supplier

The Supplier develops, manufactures and delivers components, equipment and spare parts for arc-welding and plasma-cutting technology for LORCH.

1. The Supplier confirms that any information relating to business and any internal information (e. g. market data, development activities), documents, recommendations and other constituents which become only known within the scope of this cooperation are kept strictly confidential. The Supplier shall never transmit them to a third party. The Supplier is still bound to this confidentiality obligation after termination of this agreement.
2. This agreement does not apply to information
* already known to the Supplier before conclusion of this non-disclosure agreement,
* already known by the public or open to the public,
* made known to the Supplier or the public belatedly, independent of the Supplier’s negligence.

The Supplier has to prove that one of the above-mentioned exceptions is in effect.

1. This commitment to confidentiality does not apply for the manufacturer of the products if the data are used by the Supplier for requests for quotes. However, the manufacturer shall be commited to non-disclosure by the Supplier.
2. The Supplier confirms that these designs, components, equipment and spare parts including any modification hereto are produced exclusively for LORCH.
3. The Supplier will inform LORCH before a manufacturing agreement is concluded with any other manufacturer of welding and cutting equipment.
4. The employees of the Supplier shall be committed to confidentiality accordingly.
5. Forwarding any information within the scope of this cooperation shall be allowed only in form and content as agreed upon with LORCH previously.
6. The Supplier shall return all documentation, including copies, of LORCH on demand of LORCH at any time, at the latest on termination of the cooperation with LORCH. If confidential information has been transmitted electronically or on a data medium, this information (data), including copies, shall be deleted on demand of LORCH at any time, at the latest on termination of the cooperation with LORCH. The Supplier shall notify LORCH immediately upon deletion in written form. The Supplier is not allowed to claim any rights of retention against LORCH.
7. In case of an infringement of this agreement, the Supplier shall pay an immediate penalty amounting to € 50,000.00. Any further claims for indemnification of LORCH against the Supplier will remain unaffected of this penalty.
8. Verbal subsidiary agreements are not agreed upon. Modifications or amendments to this agreement require a confirmation in written form to become binding.

This contract shall be subject to the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Should the Supplier be a merchant registered as such in the Commercial Register, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contract shall be the head office of LORCH. The same applies if the Supplier does not have a general court of jurisdiction in Germany or if his domicile or habitually residence are not know when action is taken. However, LORCH is also entitled to sue the Supplier at a court of law in the jurisdiction of his domicile.

Should any provision of the contract with the Supplier be void, either in full or in part, the validity of the remaining provisions hereof shall in no way be affected thereby. The provision which is void either in full or in part shall be substituted by a valid provision which corresponds as much as possible to the intended economic success.

|  |  |
| --- | --- |
|  , on  | Auenwald, on  |
|  Stamp and signature Supplier |  Stamp and signature LORCH |