This Mutual Non-Disclosure Agreement (hereinafter referred to as the “**Agreement**”) is entered into on [insert date] (hereinafter referred to as the “**Effective Date**”) by and between [insert company name] having its principal office in [insert address] (hereinafter referred to as the "**Company**") and TOMRA Sorting GmbH , having its principal office in Otto-Hahn-Straße 2-6, 56218 Mülheim-Kärlich, Germany (hereinafter referred to as "**TOMRA**").

The Company and TOMRA are jointly referred to as the “**Parties**” and individually as the “**Party**”.

TOMRA and Company intend to exchange certain Confidential Information to [INSERT PURPOSE)] (hereinafter referred to as the “**Purpose**”).

Now, therefore, the Parties agree as follows:

Unless otherwise specified, all capitalized terms in this Agreement will have the meanings set forth below.

"**Affiliate**" means any corporation, company, partnership, or other entity or person that directly or indirectly, at present or in the future, controls, is controlled by, or is under common control of a Party.

“**Confidential Information**” means all information and materials in any form whatsoever (written, oral or otherwise) disclosed in any manner by or on behalf of a Party or its Affiliates (the “**Disclosing Party**”) to the other Party or its Affiliates (the “**Receiving Party**”) on or after the Effective Date of this Agreement, including but not limited to financial statements and data, customer and supplier lists and information, systems, formulas, processes, recipes, trade secrets, manuals, drawings, plans, graphs, samples, designs, data, test methodologies, research and development, distribution methods and processes, functional specifications, general specifications, know-how, improvements, discoveries, inventions and ideas, developments, techniques, new products, prices, costs, market studies, business plans, personnel of Disclosing Party, training techniques, configurations, technologies or theory and all other information which may be disclosed by Disclosing Party or to which Receiving Party may be provided access to by Disclosing Party, whether orally or in writing or stored in digital or analog form, whether on electronic or magnetic media, and pictures thereof stored digitally or on film, or which is generated as a result of or in connection with the Purposes, which is not generally available to the public. The existence and terms and conditions of this Agreement shall also be considered as Confidential Information. “Receiving Party” includes that Party’s personnel, Affiliates, professional advisors, suppliers, subcontractors and agents.

1. With respect to Confidential Information of the Disclosing Party, the Receiving Party shall:
	1. Maintain the Confidential Information in strict confidence and
	2. treat the Confidential Information with the same degree of care to avoid disclosure to any third party, as is used with respect to Receiving Party’s own confidential or proprietary information, but not less than a reasonable degree of care. The Receiving Party shall be liable for disclosure of Confidential Information resulting from Receiving Party’s failure to comply with the foregoing sentence and the burden shall be upon Receiving Party to demonstrate compliance with the requirements in the foregoing sentence;
	3. use the Confidential Information solely for the Purpose; The Receiving Party will not use or permit the use of the Confidential Information, either directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over the Disclosing Party or otherwise use it to the Disclosing Party’s detriment or for Receiving Party’s own purposes;
	4. limit access to and use of the Confidential Information to only those of the Receiving Party’s personnel who reasonably require access to the Confidential Information for the Purpose (need to know) and who are bound to undertake the obligations contained in this Agreement in the manner and to the extent provided under this Agreement;
	5. not disclose the Confidential Information to any third party without the Disclosing Party’s prior written consent; except that the Receiving Party may disclose the Disclosing Party’s Confidential Information to its personnel and personnel of its Affiliates and its professional advisors, suppliers, subcontractors and agents on a need-to know basis provided that they are under confidentiality and use limitations at least as restrictive as those contained in this Agreement and provided that Receiving Party ensures that they are aware of all of Receiving Party’s obligations under this Agreement;
	6. not analyze, reverse engineer, or cause to be analyzed or reversed engineered, any samples, materials, products or trade secrets provided by the Disclosing Party without the Disclosing Party’s prior written consent;
	7. comply with all applicable privacy and data protection laws, rules and regulations, provided that personal data is disclosed.
2. Nothing contained in this Agreement in any way restricts or impairs the Receiving Party’s right to use, disclose, or otherwise deal with any information that:
	1. at the time of disclosure is available to the public or thereafter becomes available to the public by any means other than the breach of this Agreement by the Receiving Party;
	2. was in the Receiving Party’s lawful possession prior to the time of disclosure under this Agreement and not otherwise received by or on behalf the Disclosing Party or its Affiliates;
	3. is independently and lawfully made available to the Receiving Party by a third party without a restriction on use or disclosure;
	4. is independently developed by the Receiving Party without use of or reference to any of the Disclosing Party’s Confidential Information as demonstrated by the Receiving Party’s written records;
	5. is approved for release by prior written authorization of the Disclosing Party; or
	6. is required to be disclosed in accordance with section 9 below.

It being understood that the Party seeking to establish such an exception has the burden of proving it with written documentation.

1. For the avoidance of doubt, Confidential Information shall not be considered available to the public or in the Receiving Party’s possession merely because it may be embraced by a more general disclosure or derived from combinations of disclosures generally available to the public or in the Receiving Party’s possession.
2. The Receiving Party is responsible and liable for any breach of this Agreement made by itself or its personnel, Affiliates, professional advisors, suppliers, subcontractors or agents. The Receiving Party must notify the Disclosing Party immediately in writing of any breach or suspected breach of this Agreement and provide the Disclosing Party with all available information regarding any breach and, without prejudice to any of the Disclosing Party’s rights and remedies, take such steps as the Receiving Party may reasonably require in remedy or mitigate the effects of such actual or threatened breach.
3. The nature and extent of any Confidential Information disclosed under this Agreement shall be at the sole discretion of the Disclosing Party. The Receiving Party acknowledges that the Disclosing Party does not give or make any warranty, representation or undertaking, express or implied, as to the accuracy or completeness of any Confidential Information or other information received by the Receiving Party or as to reasonableness of any assumptions on which any of the same is based.
4. All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. Principally, nothing in this Agreement shall be deemed to grant to the Receiving Party a license expressly or by implication under any patent, copyright or other intellectual property right. The Receiving Party hereby acknowledges and confirms that all existing and future intellectual property rights related to or derived from the Confidential Information shall be the sole and exclusive property of the Disclosing Party. For the sake of clarity based in reciprocity and good faith of the Parties, the Receiving Party will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise, any modifications, improvements or derivates thereof by the Receiving Party shall be the sole and exclusive property of the Disclosing Party.
5. It is agreed that discussions in relation to the Purpose are not exclusive and each Party shall be entitled to discuss, negotiate or agree any matter with any third party provided that the terms of this Agreement are otherwise respected.
6. The Receiving Party shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Disclosing Party may request it to the Receiving Party.
7. In the event that the Receiving Party is required to disclose all or part of the Confidential Information pursuant to a statute, a regulation or the final order of a court of competent jurisdiction or a public authority, the Receiving Party shall (i) immediately after gaining knowledge or receiving notice of and to the extent permitted by statute, regulation or order, notify the Disclosing Party thereof in writing and give the Disclosing Party the opportunity to seek any legal remedies so as to maintain such Confidential Information in confidence, but only to the extent it is permitted by law; (ii) only disclose the Confidential Information to the extent it is legally required; and (iii) take reasonable measures to maintain the confidentiality of the Confidential Information (e.g. by asserting in such action any applicable privileges).
8. This Agreement will not be construed as a teaming, joint venture, partnership, or other similar arrangement and does not constitute an offer or commitment by either Party to enter into any additional agreements with the other Party.
9. This Agreement will continue for ten (10) years from the Effective Date. Each Party has the right to terminate it by granting a notice period of twelve (12) months. The Receiving Party’s obligations of confidentiality and non-use under this Agreement will survive termination or expiration of this Agreement for a period of ten (10) years; provided that Receiving Party’s obligations and confidentiality and non-use relating to Disclosing Party’s trade secrets shall survive indefinitely.
10. Failure by a Party or its Affiliates in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.
11. Either Party and its personnel will not advertise, publicize or otherwise disclose their association with the other Party or any of its Affiliates in any manner, written, verbal or pictorial (including, but not limited to, publicity releases, websites or marketing materials) without the prior written approval of the other Party.
12. This Agreement shall be governed and construed in accordance with the laws of Germany, without giving effect to its conflicts of law provisions.
13. Any dispute, controversy, or any difference which may arise between the Parties out of or in connection with this Agreement or the performance, observance or breach of any of the provisions thereof shall be referred for decision to the presidents of Company and TOMRA or their designees (acting as experts but not as arbitrators), and any decision so reached shall be accepted and carried into effect by the Parties hereto.
14. The Parties agree that any disputes or questions arising under or in connection with this this Agreement and not resolved by the Parties, including the construction and application of this Agreement, shall be finally settled by arbitration. The arbitration is to be held in Hamburg, under the rules of arbitration of the German Arbitration Institute (DIS). Arbitration language shall be English.

1. Without prejudice to any other rights or remedies that any Party may have, the Parties acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement, and that the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of the provisions of this Agreement by the receiving Party and/or any of its representatives may be more appropriate remedies and that no proof of special damages shall be necessary for the enforcement of this Agreement.
2. Any notice, request, consent or communication under this Agreement shall be in writing and personally delivered, sent by recognized mail, postage prepaid, by nationally recognized express delivery service, addressed to the Parties at the addresses stated above or such other addresses as shall be furnished in writing by any such Party, and shall be deemed to have been given as of the date so personally delivered or received.
3. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision is replaced by a similar provision which is as close to the original meaning as possible in order to avoid it being illegal, invalid or unenforceable. In any event the remaining provisions will continue in full force and effect.
4. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous written or oral agreements or negotiations between the Parties relating to its subject matter. All amendments to this Agreement must be made in writing and signed by authorized representatives of both Parties. The foregoing shall also apply for any waiver of this written form requirement.
5. This Agreement inures to the benefit of, and is binding upon, the Parties and their respective successors, heirs, and authorized assigns. This Agreement is personal to the Parties and it may not be assigned by any Party without the other Party’s prior written consent. The other Party’s consent will not be required with respect to any assignment by the one Party to any of its Affiliates. Any purported assignment contrary to this provision will be null and void.
6. This Agreement may be executed in any number of counterparts, all of which together will constitute a single agreement. Executed agreement documents transmitted electronically are considered original documents.
7. The authorized representatives of the Parties have caused this Agreement to be executed as of the Effective Date.

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| TOMRA Sorting GmbH |  |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Felix Weidmann, Commodity Manager] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |