

HMT microelectronic AG
Alfred-Aebi-Strasse 75
CH-2503 Biel/Bienne

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HMT microelectronic AG

Biel,
Ihr Zeichen 13. Oktober 2015
Unser Zeichen Stefanie Schmidiger
Sachbearbeiter AR/AR
MWST/TVA/VAT: Andreas Reber
MWST/TVA/VAT: CHE-102.530.019

Frau Stefanie Schmidiger
Gutenegg
6125 Menzberg

Bachelor-Arbeit: IO-Link mit WebDav Zugriff

Non - Disclosure Agreement

between

HMT microelectronic AG
Alfred Aebi Str. 75
Schweiz-2503 Biel/Bienne

HMT

and

Gutenegg
CH-6125 Menzberg

Company

This agreement is exclusively related to the disclosure of proprietary information of one of the above mentioned parties to the other which is deemed by the disclosing party to be confidential information ('Confidential Information').

1. The receiving party acknowledges that the disclosed 'Confidential Information' is the exclusive property of the disclosing party and that the receiving party is only allowed to benefit from this information for the below mentioned 'Agreed Purpose'.
2. The receiving party acknowledges that by receiving 'Confidential Information', no title, license, invention, patent or similar is acquired by the disclosing party.
3. The receiving party commits to keep the disclosing party's 'Confidential Information' secret and apply provisions to prevent disclosure of to unauthorized parties.
4. The receiving party further will restrict access to the 'Confidential Information' to employees, who are explicitly bound to non-disclosure as a contractual condition of employment.
5. In case of that the receiving party has to include external partners in the pool of information receiver, the 'Confidential Information' may only be transferred after a similar 'Non-Disclosure Agreement' has been signed by the external partner.

HiDENSITY GROUP



6. The restrictions to the disclosure of 'Confidential Information' also extend to affiliated companies, licensees and other third parties
7. In the case of the exchange of further information, knowledge or procedural details, the parties agree in addition not to make use of, to disclose to third parties, or to register for a patent without express written acceptance by the disclosing party.
8. The non-disclosure obligation and non-exploitation shall not apply to exchanged information, knowledge or procedural details, which are:
 - a. already known to the receiving party at the time of receipt from the disclosing party
 - b. in the public domain at the time of receipt from the disclosing party
 - c. lawfully disclosed to the receiving party by a third party before the time of receipt from the disclosing party
 - d. of no consequence to the disclosing party's interest.

It is the obligation of a receiving party, who discloses information within the scope of these exceptions, to provide evidence that he fulfils the conditions of the exception.

9. The parties recognize and accept that a breach of this agreement may possibly damage the interest of the other party in an unredressable way. The parties accept that breaching this agreement may lead to civil or criminal proceedings.
10. This 'Non-Disclosure Agreement' becomes effective for 5 years starting on signature by both parties.
11. This 'Non-Disclosure Agreement' is to be interpreted according to Swiss law, as enacted by the court of the defending party.

Agreed purpose:

* ...

HMT reserves the right to control that the agreed purpose is maintained, Company agrees to inform in an outright manner.

Party	HMT microelectronic AG	
Date	13.10.2015	
Name	Andreas Reber	Stefanie Schmidiger
Legal signature	L. Reber	S. Schmidiger
Title	CEO	

WebDAV Access:

Please duly fill-in „Form for Access to HMT WebDAV secure data repository“



Form for access to HMT WebDAV secure data repository

You will shortly be receiving access to a secure data repository to simplify data exchange between HMT and your company. This form is used to help us set up the account, and provides you with access information. Please complete this form and return to the attention of the IT administrator by fax, +41 (0)32 365 82 80.

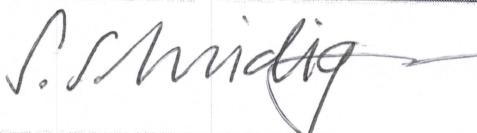
On receipt of the form, we will set up your company account and return a copy by fax complete with access information. Please do no transmit this form by E-mail.

Company	
First name	Stefanie
Surname	Schmidiger
Address	Gutenegg
Post-code/town	CH-6125 Menzberg
E-mail	stefanie.schmidiger@stud.hslu.ch
Tel:	077 433 13 73
Fax: (used for form return)	
Customer project name(s)	

The undersigned commits to use the account only for the purpose of data exchange within the scope of the project(s) with HMT, and not to disclose access information to third parties, or transmit access information in E-mail form.

The undersigned acknowledges that HMT is not liable in the case of data loss (deletion or corruption) of the data held in this repository, and that the account will be closed on completion of the project.

The undersigned acknowledges that the data repository is managed and hosted by a third party provider. HMT is not liable for breaches in security not caused by HMT.

Place and date	Legal signature and company stamp
Menzberg, 16. März 2016	

The following section will be filled out by HMT and returned by fax.

WebDAV address (URL):	
Account user name:	
Account user password:	
Related HMT project:	
Date / Name:	

