

NON-DISCLOSURE AGREEMENT

Jacobs Investment Banking & Capital Markets Society

	And	
The Student:		
	On	
Date:		

[For use on Jacobs Investment Banking & Capital Markets Society when confidential information will be disclosed]

Parties

JACOBS INVESTMENT BANKING & CAPITAL MARKETS SOCIETY (IBCM)

The principal place of business is at Jacobs University Bremen ("Jacobs University Campus Ring 1 Bremen")

THE STUDENT

FULL NAME:

Background

- (A) The student named above is/ was a Jacobs University Student and a member of Jacobs Investment Banking & Capital Markets Society wish to enter into this agreement to govern the use and treatment of any confidential or commercially sensitive information the student may be exposed to during the course of the placement, both belonging to the Jacobs Investment Banking & Capital Markets Society.
- (B) The Parties acknowledge that the terms of this agreement are to govern the use and treatment of any confidential or commercially sensitive information, to enable the student to carry out a project and submit such written and oral reports in accordance with the JSA's regulations and constitution in fulfilment of the requirements of a higher quality of work. The Parties further acknowledge that the student's research during the placement may lead to academic publications relating to the placement results in furtherance of the student's career. The student shall clearly state this desire.
- (C) The Parties further acknowledge that in the course of the Parties may be exposed to proprietary and commercially valuable information or materials of the Placement Provider and/or JSA. All Parties recognize the importance of holding in confidence such information or materials.

1. Definition of Confidentiality

"Confidential Information" refers to any

- (i) information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, and services of the company, or
- (ii) non-technical information relating to the company's products, including without limitation pricing, margins, merchandising plans, strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential to the company.

2. Non-disclosure and Nonuser Obligations

The recipient will maintain strict confidence and will not disclose, disseminate, or use any Confidential Information belonging to the company, whether in written form. If the recipient is not an individual, the recipient agrees that the recipient shall disclose Confidential Information only to those employees who need to know such information and certifies that a confidentiality agreement binds such employees.

3. Survival

This agreement shall govern all communications between the parties. The recipient understands that its obligations under section 2 shall survive the termination of any other relationship between the parties. Upon termination of any relationship, the recipient will promptly deliver to the company (without retaining any copies) all documents and other materials furnished to the Recipient by Company.

4. Governing Law and Jurisdiction

This agreement shall be governed exclusively by German law. The courts of Bremen in Germany shall have exclusive jurisdiction.

5. Injunctive Relief

A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the company. There will be no adequate remedy at law. The company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief may be proper (including monetary damages if appropriate).

6. Entire Agreement

This agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This agreement may only be changed by mutual understanding of authorized representatives of the parties in writing in witness whereof, the parties have executed this agreement as of NDA.

The student:	
Name:	-
Signature:	
Date:	
Executive:	
Name:	-
Signature:	
Date:	