Visitor Agreement - Confidentiality and Access

F&K Maschinenbau GmbH & Co. KG · KILIC Gruppe · individual agreement for site visits
As of: 27 October 2026 | Version: NDA-BESUCH-2026-10-27-R1

Agreement for site visits. Before entering confidential site areas, read this agreement, complete the visit details and have both parties sign it. An existing equivalent confidentiality obligation is sufficient; individually agreed terms take precedence. Publication of this document alone does not create a personal obligation.

English translation of the German document, version NDA-BESUCH-2026-10-27-R1. Translation dated 27 October 2026.

1. Parties and visit

1.1 This agreement is entered into by **F&K Maschinenbau GmbH & Co. KG**, Bunsenstraße 9-11, 51145 Köln, Germany (referred to as “F&K”), and the individual named below (referred to as the “Visitor”). The Visitor undertakes the obligations personally. Their employer or client does not automatically become a party to this agreement.

Visit details	Entry
Visitor’s name	_____
Company / role	_____
Business email or reachable business contact	_____
Visit date / period	_____
Site visited / authorised areas	_____
F&K host / purpose of visit	_____
Existing applicable agreement / specific permissions	_____

1.2 This agreement applies to the specified visit or visit period. It does not replace other orders, rights of use or individually agreed confidentiality provisions.

2. Access and safety

2.1 The Visitor registers at reception, enters only authorised areas and observes the reasonable safety and access rules explained on site. The visit will be accompanied where necessary. The Visitor uses required protective equipment and operates equipment only with express permission and the necessary instruction.

2.2 Agreed rights of audit, testing, inspection and acceptance, and statutory powers of competent authorities, remain unaffected. Safeguards will be coordinated so that these rights are not unreasonably impeded. In the event of a specific danger or a serious breach of rules, F&K may proportionately restrict access to the affected areas; existing contractual rights remain protected.

3. Confidential information and use

3.1 Protection covers non-public information learned during the visit through documents, discussions, inspection or observation that is designated as confidential or is recognisably confidential in the circumstances. This includes, in particular, developments, designs, CAD/CAM/NC data, tools, manufacturing processes, process parameters, samples, costing information, and confidential information of customers or business partners. Mere presence on the premises does not make every piece of information confidential.

3.2 The Visitor uses such information solely for the agreed purpose of the visit and takes reasonable care to protect it against unauthorised access, use and disclosure. Necessary disclosure to responsible persons within their organisation or professional advisers is permitted only within that purpose and subject to an appropriate contractual or statutory confidentiality obligation. Confidentiality markings must be retained.

3.3 F&K likewise protects information lawfully provided by the Visitor for the purpose of the visit that is recognisably confidential. Clauses 3 to 6 apply accordingly to F&K as recipient. General professional knowledge and skills are not restricted; this agreement creates no non-compete obligation, transfer of intellectual property rights or obligation to enter into further contracts.

4. Exceptions and protected disclosures

4.1 Confidentiality does not cover information that is or becomes lawfully public without a breach of duty, was already lawfully known to the recipient without a confidentiality obligation, is independently developed, or is lawfully obtained from a third party without breach of a confidentiality obligation.

4.2 Legally required disclosures are permitted to the necessary extent; where legally permitted, the information provider will be informed beforehand. Legally protected reports and disclosures, in particular under the German Whistleblower Protection Act and section 5 of the German Trade Secrets Act, as well as mandatory employee and co-determination rights, remain unaffected. They require neither prior consent nor prior notification.

5. Recordings, documents and incidents

5.1 Photographs, video and audio recordings, scans and other digital capture of confidential documents, equipment or components are permitted only with F&K’s prior express permission and within its scope. Clause 4 remains unaffected. Agreed inspections or documentation obligations will be facilitated through appropriate permission. This agreement does not authorise searches or retention of private devices.

5.2 Documents or samples may be removed only with permission. Once the purpose of the visit ends, confidential copies no longer required must be deleted on request, and documents or samples provided only temporarily must be returned. Statutory retention duties, necessary evidence and continuing rights of use remain unaffected. Copies lawfully retained and routine backups remain protected and must not be used for other purposes; backups are removed in the normal deletion cycle.

5.3 Any known loss, unauthorised access to or unauthorised disclosure of protected information must be reported to the information provider without undue delay, unless a statutory obligation prevents this. This does not restrict legally protected reports under clause 4.

6. Duration, claims and governing law

6.1 Confidentiality continues after the visit for as long as the information remains confidential and a legitimate interest in confidentiality exists. If protection ceases under clause 4.1 or the information provider releases the information, the corresponding obligation ends. This agreement does not replace the statutory requirements for trade-secret protection.

6.2 Statutory claims and conditions of liability apply to breaches. This agreement creates no contractual penalty, liquidated damages or extension of liability already validly agreed. German law applies; mandatory protective provisions and statutory jurisdiction rules remain unaffected.

7. Data protection and signatures

7.1 F&K processes visit and agreement data to perform and document this agreement, organise access, protect people and confidential information and, where necessary, establish or defend legal claims. The legal bases are Article 6(1)(b) and (f) GDPR. Access is limited to the persons responsible for these purposes and necessary service providers. Data are retained only for as long as those purposes or statutory retention obligations require. Further information, including the data protection contact, recipients and data subject rights, is available in the privacy notice and will be provided at reception on request. Signing does not constitute consent to advertising.

7.2 Both parties confirm receipt of the complete agreement, version **NDA-BESUCH-2026-10-27-R1**, and agree to it. Changes or specific permissions must be recorded above or in an expressly incorporated annex. Individually agreed terms take precedence. Each party receives a copy.

Visitor - in a personal capacity

Details	Entry
Place / date	_____
Name	_____
Signature	_____

For F&K - authorised representative

Details	Entry
Place / date	_____
Name / role	_____
Signature	_____