



nimax GmbH

Otto-Lilienthal-Str. 9
86899 Landsberg am Lech – Germany
Telephone: +49(0)8191-94049-26
Fax: +49(0)8191-94049-9
E-Mail: reseller@nimax.de
URL: www.nimax.de

Dealer registration form

Please fax to: +49 8191 940 499 or email to: reseller@NIMAX.de

Please complete the following form carefully and readable and return it to us via the fax number or email-address above. After registration you will receive the current Omegon pricelist.

Please understand that we are reserving the distribution of our products via Amazon and ebay to ourselves.

Are you also are interested in the dealer price list of our full portfolio?

No Yes – Please return to us the signed non disclosure agreement from page 2.

Company data

Company name:

Street / Nr.:

Zip-Code / City:

Country:

E-Mail (preferred): Web/Shop:

Telephone: Fax:

Number of Employees:..... VAT-ID*:

Company or business info:

.....
.....
.....
.....

*only required for dealers within the European Union

Contact

Name:

Position:

Direct dialling:

E-Mail:

Please make sure that the returned company name and data match the data under which you company VAT is registered.

(only valid for dealers within the EU)

.....
City, Date

.....
Company seal, Signature



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Non Disclosure Agreement
of

- named in the following as : Partner –

and

NIMAX GmbH
Otto-Lilienthal-Str. 9
D 86899 Landsberg

- named in the following as: NIMAX –

Preamble

In its function as wholesaler and retailer in astronomical products, sports and consumer optics and other areas NIMAX offers a total of over 15.000 products to dealers. It has established a database that does not only contain public product information, but also confidential data..

The partner intends to use the confidential data of NIMAX , for example for order processing, the partners ERP system or for publishing on his own website, or to enter the NIMAX Web Shop using the provided login data.

The partner hereby declares as follows:

1. Subject of the contract

1.1 Subject of the contract is the transfer of confidential data to the partner by NIMAX. To do this, NIMAX will provide data in Excel - or CSV – format on a sporadic basis. Eventually data may be made accessible by means of a interface or download via a individual login on the website.

1.2 The partner commits to the exclusive use of this data for the purpose described above and to keep the information strictly confidential.

1.3 Confidential information are all information and documents that are marked confidential including the items that contain this information (such as for example data storage devices, or documents that can be read by humans or machines).

1.3.1 The partner hereby declares that the following information is always considered confidential even if there is no explicit note that marks those information as such:

- Corporate and trade secrets
- Purchase prices
- Product availability
- EAN Codes
- Recommended retail prices
- Statistics
- Login-data and passwords
- Customer - and User data
- Pricelists
- Operational structures and techniques
- Anticompetitive violations
- the content of this contract.

1.3.2 Also subject to this concealment are all information that relate to the persons that are working for NIMAX.

1.3.3 Verbally transferred information is held confidential if it is declared so at the moment of transfer and is followed up by a written confirmation of confidentiality.

1.4 All confidential information and documents stay property of NIMAX . By relaying to the partner no transfer of direct or indirect rights regarding this confidential information is executed by NIMAX.

2. Secrecy

2.1. The partner is liable to not disclose any confidential information for an indefinite period, even after the subject of the contract is fulfilled or the contract is terminated.

2.2 In particular the partner commits to:

2.2.1 store confidential information at a location that is secure against the access of third parties;

2.2.2 not disclose or forward confidential information to third parties without the written approval of NIMAX in any way, including verbal communication;

2.2.3 ensure that the contractual duties of this contract are respected by all employees and to account for this by presenting the corresponding written agreements on behalf of NIMAX.

2.3 If NIMAX is publishing information that was previously marked as confidential or the information in question becomes common knowledge or gets published by a third party in a legal way, the commitment regarding the secrecy of this information becomes void.

3. Contractual penalty

3.1 The partner agrees to paying a fee in the case of a violation of this non disclosure agreement. The volume of this fee will be set by NIMAX at reasonable discretion and may be reviewed by the appropriate court in the case of a disagreement.

3.2 This fee does not limit the liability of the partner if the caused damage is higher. The partner recognizes that the compensation of financial losses cannot fully recover the damage that the unauthorized publishing of confidential information may cause, and that NIMAX, without infringing further rights or compensations, can act against this by means of court or notification to relevant public offices.

4. Warranty

NIMAX does not take any warranty or liability for the correctness, validity and/or completeness of the data.

5 . Duration and termination of the agreement

5 .1 The contract becomes effective with the signature by the partner and is not limited in duration.

5 .2 The partner has the right to ordinary terminate the contract with a cancellation period of 2 weeks. Termination must be done in written form. The termination due to exceptional reasons is not impeded by this.

5 .3 The partner is liable to erase all confidential information received from NIMAX immediately after the termination of this contract and notify NIMAX of the data deletion within 5 working days after the contract becomes void.

6 . Miscellaneous

6 . 1 The partners that all legal relations in this contracts are subject to the jurisdiction of the Bundesrepublik Deutschland. The use of the UN – trade law and the German international private jurisdiction is excluded.

6 . 2 Court of jurisdiction for all disagreements regarding the contract or in relation to the contract is Landsberg am Lech, Deutschland .

6 . 3 In the event of ineffectiveness of one or more provisions of the contract, the effectiveness of the other contractual provisions shall not be affected. In this case the procedure that comes closest in a economical viewpoint will apply. The same applies in case of a gap or a impracticable provision.

Location: _____ Date: _____

Signature and stamp: _____

Name of the signing partner in capital letters: _____