

Confidentiality agreement

between

- hereinafter referred to as "Bertrandt" -

and

- hereinafter referred to as the "Company" –

- hereinafter referred collectively as the "Parties" -

1. Bertrandt and/or companies affiliated with Bertrandt pursuant to §§ 15 et seq. AktG (German Stock Corporation Act) intend to commission the Company with the services to be provided below:

- hereinafter referred to as the "Project" -

Within the scope of this assignment, the Company, its employees and vicarious agents may obtain access to confidential data, processes, plans, documents, experience and information (hereinafter referred to as "Information") of Bertrandt and of companies affiliated with Bertrandt pursuant to §§ 15 of the German Stock Corporation Act.

2. "Confidential Information" means any information of any kind (including technical, industrial, financial or commercial information), medium, form or method of communication, whether or not marked "confidential", transmitted by Bertrandt or one of its Affiliates to the Company. This includes, but is not limited to, plans, specifications, e-mails, drawings, memoranda, notes, calculation notes, costings, letters, verbal communications, graphics, magnetic media, know-how, computer programs (non-exhaustive list). It should be noted that the existence of the project itself is subject to confidentiality.

3. The Company shall treat this information obtained in the course of the assignment as strictly confidential and in particular shall not disclose it to third parties. Any disclosure of the information to any third party shall require the prior written consent of Bertrandt.
4. The company will take all appropriate precautions to ensure the confidentiality of the information. Therefore, the Company shall, in particular, oblige its employees and vicarious agents to maintain strict confidentiality. In particular, the company will ensure that
 - only authorized persons have access to the information/data;
 - no details and/or information about the corresponding data will be given to third parties;
 - they use the Confidential Information only in connection with the Project and in accordance with the Project set forth in Section 1;
 - no third parties can gain access to the data in any way whatsoever during the performance of the contractual work;
 - no copies or reproductions - by any technical medium whatsoever - are made unless Bertrandt gives its prior written consent thereto;
 - the provisions set out in this agreement are passed on by the Company to its employees and vicarious agents by means of suitable contracts and that the employees and vicarious agents accept these as binding for themselves.
5. Should the Company be granted access to existing computer systems, networks and/or data connections of Bertrandt, the Company shall refrain from any and all actions that are likely to impair Bertrandt's systems in their function and/or cause them to become inoperable. Furthermore, the Company shall use the access to Bertrandt's existing computer systems exclusively for the performance of the contractual work.
6. The aforementioned obligation to maintain secrecy shall not apply if the information concerned
 - is already known to the Company at the time of receipt;
 - is already generally known or accessible or becomes generally known or accessible through no fault of the Company;
 - has been or will be lawfully disclosed or made available to the Company by a third party;
 - must be disclosed due to statutory provisions or official orders. In this regard, the Parties agree that Bertrandt shall be promptly notified in writing of any impending disclosure prior to any disclosure by the Company, if possible, and that the Company shall do everything reasonable to limit the disclosure to what is necessary to fulfill the statutory or regulatory obligations imposed on it.

The burden of proof for the existence of the aforementioned circumstances shall lie with the Company.

7. For the duration of the business relationship between the Parties, Bertrandt, the companies affiliated with Bertrandt pursuant to Sections 15 et seq. AktG (German Stock Corporation Act) and/or the end customer of Bertrandt or of the companies affiliated with Bertrandt shall be entitled to obtain access the Company's business premises or the location at which the contractual work is carried out, respectively, with a two-day notice period and during normal business hours, in order to inspect the measures taken by the Company.
8. If, as a result of a breach by the Company of the obligations imposed in this Agreement, such information is disclosed to unauthorized third parties in embodied, oral or other form, the Company shall be obligated to pay a contractual penalty in the amount of € 50,000.00 (in words: fifty thousand euros) per culpable breach. If Bertrandt proves an actually higher damage, the actually higher damage shall be compensated by offsetting the contractual penalty.
The burden of proof that any disclosure has occurred through no fault of the Company shall be borne by the Company.
9. This Agreement shall not constitute any entitlement of the Company to the transfer of information of any kind or to the conclusion of further contracts.
Bertrandt does not accept any liability for the accuracy or correctness of the information provided. In principle, the information shall remain the property of Bertrandt, and its return may be requested at any time. No rights in respect of the transmitted information may be asserted and, in particular, the Company shall not be entitled to register rights of any kind in respect of the information.
10. The Company is also not entitled to open, disassemble or reverse engineer any samples received or to disassemble, decompile or translate any software received into any other code form. Copies of information may only be made if it is necessary for fulfilling the purpose of the cooperation.
11. The Company shall in any case be liable for the fault of third parties engaged by the Company it as for its own fault. No exculpatory evidence shall be possible.
12. The non-disclosure agreement shall be concluded for an indefinite period and may be terminated with three (3) months' notice to the end of a quarter. The confidentiality obligations shall continue to apply thereafter and shall end at the end of the fifth calendar year following the termination of the cooperation or the Non-Disclosure Agreement becoming legally ineffective; the event occurring later shall be decisive here.

Upon Bertrandt's request, as well as without request at the latest upon the completion of the Collaboration, the Company shall return or destroy all Information, including all copies thereof, within ten (10) working days after receipt of the request or upon completion of

the Cooperation and shall confirm the return and/or destruction of the Information in written form. Copies made shall be destroyed upon Bertrandt's request, but no later than upon termination of the Cooperation. The foregoing shall not apply to copies of information that that must be retained in order to comply with statutory law and to routinely made backup copies of electronically exchanged Information, provided that confidentiality is ensured under this Agreement for the duration of the retention.

13. The Parties hereby conclude this Agreement as a real contract for the benefit of third parties. The rights of Bertrandt governed by this Agreement with respect to the Confidential Information shall apply equally to all companies affiliated with Bertrandt pursuant to Sections 15 et seqq. AktG (German Stock Corporation Act). A list of the companies affiliated with Bertrandt is available on our website accessible at: [Annex: List of authorized companies](#), as amended from time to time. The list in the respective current version is an integral part of this Agreement. The Affiliated Companies shall be entitled to invoke the rights and obligations of the Company arising from this Agreement in the same way as Bertrandt itself with regard to information transmitted. This shall also apply to any breaches of the Company's obligations under this Agreement. Bertrandt shall be entitled to update the list of Authorized Companies affiliated with Bertrandt at regular intervals and, if necessary, add further companies to the list.
14. The Parties agree on the exclusive application of German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and all other conflict of law provisions.
For all disputes arising out of or in connection with this Agreement, including but not limited to the question relating to its creation or termination, it is agreed that the exclusive place of jurisdiction shall be the registered office of Bertrandt, unless another place of jurisdiction is mandatory by law. However, Bertrandt shall be entitled to bring an action against the Company also at any other admissible place of jurisdiction.
15. This agreement conclusively contains all stipulations and agreements between the Parties concerning the subject matter of the contract. Any Amendments and supplements must be made in writing.
16. Should any current or future provision of this Agreement be wholly or partly invalid or unenforceable or subsequently lose its validity or enforceability, this shall not affect the validity of the remaining provisions of this Agreement. In this case, each contracting party may demand the agreement of a valid provision that comes as close as possible to the purpose underlying the invalid or unenforceable provision. The same applies to any gaps or missing stipulations in this agreement.

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Name of signatory
Bertrandt

Name of signatory

Name of signatory
Bertrandt

Name of signatory

Appendix: List of authorized companies