



Confidentiality agreement

between

Aug. Winkhaus GmbH & Co. KG
August-Winkhaus-Str. 31
48291 Telgte
Germany

- "Winkhaus" -

And

- hereinafter referred to as "the partner",

jointly referred to as the "Parties" -

Preliminary remark

Within the scope of the Parties conducting talks or beginning the cooperation, the Company shall make confidential information and documents accessible to the Partner and the Parties and wishing to avoid misuse of this information, the Parties agree the following:

§ 1 Description of the cooperation

The Company intends to disclose confidential information to the Partner with a view to their cooperation or their discussions.

§ 2 Definitions

(1) **Confidential information** is the licensed know-how as well as all other know-how, all data and information of the Parties, including development data, which are not generally known, and the contractual products, scope of application, company, research and development activities and results, the financial circumstances, contractual relationships or business operations of the Parties. The term includes, in particular, illustrative material such as documents, written documents, notes, documents, digital records, but also oral communications.

(2) **Publicly** known information is information that has already been demonstrably accessible to the partner or its employees prior to its disclosure, or that has become publicly known during the period of validity of this agreement. Furthermore, the term "confidential information" does not cover such information that has become accessible to the partner. The prerequisite for this is that this is documented in written records or otherwise and that no obligations specified in this agreement are undermined.

(3) **Party** refers to both Winkhaus and the partner as well as their employees, insofar as they are subject to the requirements of the corresponding confidentiality obligation.

(4) **Employees** refers to employees, freelancers and temporary staff of the respective Party.

§ 3 Obligation to maintain confidentiality

(1) The partner is obligated to keep the confidential information received from Winkhaus confidential.

(2) In particular, this means that the partner or its employees must neither disclose the information to third parties nor use it contrary to the agreed purpose.

(3) The partner is obligated to comply with legal and contractual data protection regulations in the processing of confidential information.

(4) This obligation to protect confidential information does not include information that is publicly known.

(5) The information provided may only be passed on to third parties for the execution of an order after receiving written permission from Winkhaus. Third parties shall be informed regarding the confidentiality of the information.

(6) The partner expressly states that they are responsible for any culpable breach by its representatives.

§ 4 Penalties and compensation

(1) The Partner is aware that the violation of trade and business secrets is punishable under the §§17, 18 of the Unfair Competition Act (UWG).

(2) The Parties agree that in the event of a violation of the obligations arising from this agreement, resulting damages shall be subject to compensation.

§ 5 Control and deletion rights

(1) Within fourteen (14) days of the written request from Winkhaus, the partner will return all available confidential information and documents that have been produced on the basis of this information, or demonstrate the destruction of said documents in a comprehensible manner, with the exception of statutory retention requirements.

(2) Winkhaus is entitled to control compliance with this agreement to the extent necessary. The partner shall grant unrestricted access to the information processing systems, files and information related to the execution of the activities. The partner is obligated to inform Winkhaus on request regarding which confidential information has been returned, destroyed or information that has been retained. The notification that certain documents or information have been retained must be justified.

(3) If a Party becomes aware that confidential information has been disclosed contrary to this confidentiality agreement, said Party must immediately inform the other Party.

§ 6 Period of time

(1) The obligations of non-disclosure pursuant to this agreement shall continue to apply beyond the termination of the cooperation.

(2) The obligations of non-disclosure pursuant to this agreement shall not apply or no longer apply if and insofar as the information in question demonstrably:

- is or has become widely known, or
- becomes widely known through no fault of the partner, or
- already was in the Partner's possession before the disclosure, or
- significantly corresponds to information, which was revealed or made accessible to the receiving Partner at any time by an authorised third party.

The burden of proof for the presentation of these exceptions lies with the partner.

§ 7 Property rights – inventions

(1) Unless otherwise agreed on between the Parties, all rights to the know-how, developments and inventions disclosed in the information provided shall remain with Winkhaus. The disclosure of information exclusively gives rights for the fulfillment of the aforementioned purpose. Further rights in the sense of a licence to property rights, which exist in favour of Winkhaus, are not intended for the partner.

(2) In the event of new developments, Winkhaus reserves the sole right to registration of copyright.

(3) For these rights to registration of copyright, the non-exclusive, free use of shared space can be granted at the request of the other Party.

§ 8 Final provisions

(1) Should any provision of this agreement be wholly or partially void, ineffective or disputable, this shall not affect the validity of the other provisions.

(2) Modifications and additions to this confidentiality agreement must be in written form, in order to be effective. The replacement of the written form by the electronic form or text form is excluded.

(3) This agreement is subject to German law. Jurisdiction for all disputes relating to the agreement is the District Court of Münster.



_____, _____
Place, Date

_____, _____
Place, Date

Aug. Winkhaus GmbH & Co. KG

the partner