

CONFIDENTIALITY AGREEMENT

between a Wittur Group Company

- Hereinafter referred to as "**WITTUR**" -

and supplier of goods or services

- Hereinafter referred to as "**PARTNER**" -

- Both hereinafter individually referred to as "Party" or jointly as "Parties" -

Both Parties are proprietor of confidential and valuable information, which they are willing to disclose to each other for the Purpose defined below.

NOW, THEREFORE the Parties agree as follows:

1. DEFINITIONS

- 1.1. "**Affiliate**" means in relation to a Party any entity, which directly or indirectly is controlled by, controls or is under common control with that Party; control being the ability to exercise more than 50 percent of the voting rights or to appoint a majority of the board of directors (or other similar management body).
- 1.2. "**Agreement**" shall mean this confidentiality agreement.
- 1.3. "**Confidential Information**" means any and all sensitive and proprietary information, either of business or technical nature, disclosed by or on behalf of the disclosing Party or its Affiliates to the other Party, whereas Confidential Information relates to the Purpose. Confidential Information also relates to the existence of this Agreement and any discussions on the Purpose.
- 1.4. "**Disclosing Party**" shall mean the Party disclosing Confidential Information.
- 1.5. "**Purpose**" means the tender(s) and/or project(s) which Partner is involved with Wittur and/or goods or services provided by Partner to a Wittur Company
- 1.6. "**Receiving Party**" shall mean the Party receiving Confidential Information.

2. USE OF CONFIDENTIAL INFORMATION

The Receiving Party shall maintain in strict confidence any and all Confidential Information disclosed by or on behalf of the other Party, which it has received pursuant to this Agreement for or in connection with the Purpose. The Receiving Party shall not use such Confidential Information for any other reason than the Purpose. The Receiving Party shall be permitted to disclose such Confidential Information only to those Affiliates and employees (including employees of its Affiliates), agents and consultants having a need to know such Confidential Information and who are subject to confidentiality obligations at terms equivalent to those set forth herein.

The Receiving Party will protect the Confidential Information disclosed to it from unauthorized use or disclosure to third parties.

3. EXCEPTIONS

The obligations of confidentiality shall not apply to information that

- (a) is now in or hereafter comes into the public domain without breach of this Agreement and through no fault of the Receiving Party, or
- (b) is lawfully known to the Receiving Party prior to disclosure hereunder, or
- (c) is lawfully received by the Receiving Party from a third party having no duty of confidentiality to the Disclosing Party in respect of the Confidential Information, or
- (d) is developed by the Receiving Party or its Affiliates independently of and without reference to any Confidential Information of the Disclosing Party, or
- (e) is lawfully required to be disclosed to a duly constituted governmental or judicial body, provided that the Receiving Party shall, to the extent legally permitted promptly notify the Disclosing Party of such requirement, shall disclose only that portion of the Confidential Information which is legally required to be disclosed, and shall use commercially reasonable efforts to obtain assurance that disclosed information will be treated confidentially.

4. CONFIDENTIALITY PERIOD

The Receiving Party's obligation to protect Confidential Information received hereunder shall apply during the term of this Agreement and shall survive the Agreement for three (3) years ("Confidentiality Period").

5. NO RIGHTS

The Confidential Information shall remain the property of the Disclosing Party. Neither the execution and delivery of this Agreement nor the delivery of any Confidential Information hereunder shall be construed as granting by implication or otherwise any right in or license to any present or future invention, trade secret, trademark, copyright, or patent, now or hereafter owned, licensed or controlled by either Party hereto. The disclosure of Confidential Information hereunder shall not result in any obligation of either Party to enter into any future discussions or agreement.

The Receiving Parties shall not reverse engineer or use the design or ideas or technologies embodied in the Confidential Information, nor shall they manufacture and/or allow others to copy, use, reverse engineer or manufacture the Confidential Information or any embodied or related technology or ideas.

6. NO WARRANTY AND NO OBLIGATION TO DISCLOSE

The Confidential Information is provided without any representation or warranty as to its completeness or accuracy.

The Disclosing Party is not obliged to disclose any, or any particular, Confidential Information to the Receiving Party.

7. DESTRUCTION OF CONFIDENTIAL INFORMATION

All Confidential Information, including copies and extracts as well as notes, reports or similar relating thereto or derived therefrom, shall be destroyed at the end of the Confidentiality Period, or earlier upon written request of the Disclosing Party. Subsequently the Receiving Party shall provide written confirmation that the provisions of this clause have been fully complied with. The Disclosing Party's failure to request such destruction shall not relieve the Receiving Party of its confidentiality obligations under this Agreement.

The Receiving Parties shall confirm in writing (email being sufficient) such destruction or return of the Confidential Information as well as any copies thereof to the Disclosing Party upon written request of the Disclosing Party. Notwithstanding the foregoing, the Parties further acknowledge and agree that the Receiving Parties are allowed to keep copies of the Confidential Information to the extent: (i) required to be retained by Law or for compliance purposes (including bona fide internal document retention policies and procedures) and in that case (ii) contained on back-up tapes or other back-up media created in the ordinary course, only so long as, in each case, the Confidential Information retained continues to be treated confidentially and in accordance with the terms of this Agreement until the date on which such Confidential Information is no longer retained and to be destroyed.

8. LIABILITY

The Receiving Party acknowledges that a disclosure of confidential information due to an infringement of this agreement may immediately, substantially and irreparably cause damage to the Disclosing Party. As such, in addition to any other legal remedy available to it, in the event of any actual, threatened or perceived violation of this Agreement by the Receiving Party, the Disclosing Party may seek a temporary restraining order or other immediate injunctive relief against the Receiving Party to prevent any violation hereof., the monetary value of any such liability shall be determined by the responsible court as per section 9.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by the laws of Wittur legal entity country involved with Partner (excluding its conflict-of-law rules).

The Parties agree to submit themselves, to the extent legally possible, to the exclusive jurisdiction of the courts of Munich.

10. MISCELLANEOUS

Either Party may assign this Agreement without the consent of the other Party only to a successor or assignee of the business or a substantial part of such business to which the Confidential Information pertains.

Modifications of this Agreement shall only be binding, if made in writing and signed by both Parties.

- END -