

Non-Disclosure Agreement

entered into by

**Geiger GmbH
Espachweg 1
91362 Pretzfeld**

and

**COMPANY
STREET, HOUSE NUMBER
POSTAL CODE, TOWN/CITY**

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Commerzbank Oldenburg

IBAN DE04 2804 0046 0402 5714 00 - BIC COBADEFFXXX

Hypovereinsbank Nürnberg

IBAN DE04 7602 0070 0648 9264 99 - BIC HYVEDEMM460

Preamble

The Parties are engaged in an ongoing business relationship, or intend to enter into negotiations to establish a business relationship. This will require that the Parties share confidential information on repeated occasions. Therefore, to ensure the confidentiality of this information, the Parties agree the following:

1. Definitions/Scope

1.1. Information

For the purpose of this Agreement, "*Information*" means all commercial and technical information, e.g. calculations, plans, drawings, specifications, models, etc. disclosed or made available by one Party ("*Disclosing Party*") to the other Party ("*Receiving Party*") in any form or by any means, e.g. in writing, verbally, electronically or otherwise. Also included is all such information that is perceived visually or acoustically during visits to the Parties' business establishments.

1.2. Confidential information/Burden of proof

For the purpose of this Agreement, all information transferred shall be "*confidential information*", except where

- information is or becomes publicly known without the Receiving Party having violated a confidentiality undertaking toward the Disclosing Party;
- information was or is disclosed to the Receiving Party by an authorised third party;
- information was or is created by the Receiving Party, e.g. by its own development.

The burden of proof shall rest with the Party invoking that the information transferred is not, or is no longer, confidential in the meaning of this Agreement.

1.3. Affiliated enterprises

This Agreement is entered into by the Parties, who hereby warrant that they are authorised to do so, also on behalf of their respective "*affiliated enterprises*" in the meaning of Sec. 15 of the German Stock Corporation Act [AktG], irrespective of where such enterprises are domiciled. The provisions of this Agreement apply analogously to the transfer of information to, by or between affiliated enterprises.

2. Use/Secrecy of confidential information

- 2.1.** Confidential information shall only be used for the purpose for which it was transferred. Employees of the Parties shall only be granted access to confidential information where this is necessary for the purpose for which it was transferred in each case, and only on the condition that these employees are also bound to a confidentiality undertaking. Duplications of the storage media for confidential information that are obtained from the Disclosing Party, in particular copies, shall be restricted by the Receiving Party to the number that is necessary to fulfil the purpose for which they were made available.
- 2.2.** Confidential information must be kept secret from third parties, including affiliated enterprises, and must be protected against unauthorised access.
- 2.3.** The Receiving Party shall only transfer confidential information to third parties, including affiliated enterprises, with the prior written consent of the Disclosing Party, as well as upon undertaking by the third party to maintain confidentiality in the same way as is described in this Agreement. The Receiving Party is liable toward the Disclosing Party for compliance with the confidentiality undertaking by the third party.
- 2.4.** A confidentiality undertaking does not apply insofar as the Receiving Party is required to disclose confidential information for compliance with a legal obligation or an official order. The Receiving Party is obliged in these cases to notify the Disclosing Party without undue delay of its duty to disclose confidential information, including the information to be shared and the party with which it shall be shared.

3. Return and destruction of information media and duplicates

- 3.1.** The Receiving Party shall, without undue delay and upon instruction by the Disclosing Party, return to the Disclosing Party, destroy or render useless all media bearing confidential information and shall submit written confirmation of such actions to the Disclosing Party. This also applies to duplications of the information.
- 3.2.** The Receiving Party cannot invoke a right of retention in regard to the instruction to return or destroy information pursuant to paragraph 3.1.
- 3.3.** Exempt from the obligation to return or destroy information pursuant to paragraph 3.1 are information media and duplicates that are required by the Receiving Party for compliance with legal obligations, e.g. accounting duties.

4. Liability/Rights

- 4.1. The Disclosing Party is not liable according to this Agreement for the completeness, accuracy or utility of transferred information, nor is it liable for its freedom from proprietary rights of third parties.
- 4.2. Confidential information shall only be used by the Receiving Party for the purpose for which it was transferred, irrespective of whether the Disclosing Party holds particular proprietary rights to the confidential information. The receipt of confidential information shall not be construed as granting or transferring to the Receiving Party any right of use, title, license or any other right. The Receiving Party is not authorised in particular to register any proprietary rights based on the confidential information.
- 4.3. In the event that the Disclosing Party registers proprietary rights, the Receiving Party shall neither be entitled to exercise claims of a prior novelty-destroying act nor of its rights of prior use in regard to the transfer of confidential information.

5. Violation of the Non-disclosure Agreement

The Party violating an obligation set forth in this Non-disclosure Agreement shall be required to provide indemnification for any damages, except where it was not responsible for the violation.

6. Term

- 6.1. This Agreement has no specific time limit. It may be terminated in writing by either Party at the end of any calendar month upon six months' notice.
- 6.2. The provisions of this Agreement shall survive the termination hereof in regard to information that is transferred during the term of this Agreement.

7. Law and jurisdiction

- 7.1. The law of the Federal Republic of Germany applies to this Agreement.
- 7.2. The place of jurisdiction is Bamberg.

8. Written form/Severability clause

- 8.1. Changes and additions to this Agreement must be made in writing. This also applies to the cancellation of this written form requirement.
- 8.2. If any of the provisions of this Agreement should be or become invalid, the other provisions shall remain in force and the Parties shall agree on a valid provision that most closely represents the intent of the invalid condition.

9. Code of Conduct

Geiger GmbH seeks to create significant value added for its customers, act as a preferred employer for its workforce and enjoy the respect of society as a business enterprise. The highest standards of integrity and professionalism are necessary to achieve this target. Success in our industry depends on the trust vested in us by our customers, employees and contracting partners.

Our Code of Conduct can be viewed any time at our homepage.

Place/date

Geiger GmbH
(Signature of the Company Representative)

Place/date

COMPANY
(Signature of the Company Representative, company stamp)