

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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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 such 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

All information transferred within the meaning of the present Agreement is "*confidential information*", unless

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

Any Party claiming that information transmitted as defined in this Agreement is no (longer) confidential information shall bear the burden of proof.

1.3. Affiliated companies

Before any confidential information is passed on to affiliated companies as defined by Section 15 of the German Stock Corporation Act ("*affiliated companies*") - irrespective of their registered office - it must be stipulated in writing that such affiliated companies are also subject to the present Non-Disclosure Agreement. If this is not possible, the confidential information must not be passed on to the affiliated companies.

2. Use/secretcy of confidential information

- 2.1.** Confidential information shall only be used for the purpose for which it was transferred or the project linked to this. Employees of the Parties shall only be granted access to confidential information to the extent that this is necessary for the purpose for which it was transferred and that these employees are also bound to secrecy. Reproduction is permitted insofar as this is in keeping with the purpose, and any copies made must also be treated confidentially.
- 2.2.** Confidential information must be kept secret from third parties, including affiliated companies if they have not also entered into the present Non-Disclosure Agreement, and must be protected against unauthorised access.
- 2.3.** Any passing on of confidential information to third parties by the Receiving Party shall be subject to the prior written consent of the Disclosing Party and to the third party being obliged to maintain confidentiality in the same way as is described in the present Agreement. The Receiving Party shall be liable toward the Disclosing Party for the third party's compliance with the confidentiality obligation.

Third parties within the meaning of the present Agreement shall not include companies affiliated with the Parties as defined in Section 15 et seq. AktG (German Stock Corporation Act).

Furthermore, third parties within the meaning of the present Agreement shall not include tax consultants, auditors, lawyers and comparable external consultants of the Parties, insofar as they are bound to secrecy by virtue of their profession or are bound to confidentiality in a manner corresponding to the present Agreement.

- 2.4.** Insofar as the Receiving Party is obliged to disclose confidential information due to legal provisions or official orders, no obligation to maintain secrecy shall exist. 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, to the extent that this is legally permissible.
- 2.5.** The Parties undertake to report to the other Party without delay any information security incidents which are relevant for the other Party. The other Party shall then immediately initiate the process for dealing with information security incidents, provided that such a process has been implemented by that Party.

Possible information security events can be, for example:

- ineffective security measures;
- malfunctions of IT-relevant components;
- breaches of the expected confidentiality;
- disclosure of confidential or highly classified information of any kind.

3. Return and destruction of information carriers and copies in the event of termination of the Agreement

- 3.1. Upon termination of the present Agreement, the Receiving Party shall, without undue delay and at the request of the Disclosing Party, delete the confidential information obtained from the Disclosing Party or return the information carriers or render them useless and shall submit written confirmation of this to the Disclosing Party. This also applies to reproductions of the information.
- 3.2. The Receiving Party cannot invoke a right of retention with regard to the request to delete, return or destroy the information pursuant to paragraph 3.1.
- 3.3. Confidential information which the Receiving Party requires in order to fulfil legal obligations such as accounting duties is exempt from the obligation to delete, return or destroy information pursuant to paragraph 3.1.

Furthermore, the obligations pursuant to paragraph 3.1 do not apply to confidential information within a data backup which the Receiving Party stores electronically due to technically and organisationally necessary routine data backups (e.g. as a temporary data backup on a data carrier of the Receiving Party).

4. Liability/rights

- 4.1. The Parties shall not be liable under the present Agreement for the completeness, accuracy or utility of transferred information, nor 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

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

6. Term

- 6.1. The present Agreement has no specific time limit. It may be terminated in writing by either Party with three months' notice to the end of any calendar month.
- 6.2. The provisions of the present Agreement shall remain applicable to information transmitted during the term of the present Agreement for a further two years after its termination.

7. Law and jurisdiction

- 7.1. The law of the Federal Republic of Germany shall apply to the present 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 on our homepage at any time by the contracting partner.

Place / date

Geiger GmbH
(Signature of the Company Representative)

Place / date

COMPANY
(Signature of the Company Representative, company stamp)