



Non-Disclosure Agreement and Agreement on Information Security

by and between

Winkelmann Group GmbH & Co. KG, Heinrich-Winkelmann-Platz 1, D-59227 Ahlen
- hereinafter referred to as “**WiG**” -
and

.....
- hereinafter referred to as “**PARTNER**” -

- hereinafter also referred to individually as **Owner** and/or **Disclosing Party, Receiving Party**
resp. **Recipient** or collectively also as **Parties** -

I. Preliminary remarks

1. The Parties intend to hold discussions on a cooperative basis concerning a cooperation in individual development and production areas, in particular in the area and, if applicable, to agree and conclude contracts concerning and to cooperate on their basis (hereinafter referred to as **PROJECT**). Should the focus and scope of the cooperation and the Project change during the course of the cooperation, the scope of application of this Non-Disclosure Agreement shall also extend to that, without requiring a separate agreement between the Parties.

2. For the purpose of implementing the Project and consideration of the contractual relationship, the Parties shall, therefore, exchange confidential information of both a commercial and legal or technical nature, including information which does not constitute trade secrets within the meaning of the “*Gesetz zum Schutz von Geschäftsgeheimnissen*” (*GeschGehG*) [German Trade Secrets Act] but which is nevertheless subject to a confidentiality requirement. Such information relates in particular to the exchange of and information concerning new developments. Such information shall be exchanged either verbally or by means of physical samples, data or information carriers, drawings, data sheets, technologies, manuals, product samples, diagrams, data, prices, figures, formulas, calculations, company-related information, balance sheets, documents concerning property rights / applications for property rights, customer lists or the like. This can in particular be financial, technical, legal, tax information relating to the business, employees or the management or the company of a Party or other information or copies and/or summaries thereof, which relate to the Disclosing Party or an “*Affiliated Company*” of the Disclosing Party within the meaning of Section 15 of the German *Aktiengesetz (AktG)* [Stock Corporation Act] and which are made available directly or indirectly to the Recipient, its bodies, employees, advisors or other third parties working for the Recipient.

Such information can but must not constitute trade secrets within the meaning of Section 2 *GeschGehG* and in addition be subject to the protection provided by the *GeschGehG*.

The information described in these preliminary remarks of paragraph II. is hereinafter referred to, under the circumstances described below, as

“**CONFIDENTIAL INFORMATION**”

if it is deemed “confidential” according to the procedure set forth below.

The information exchanged shall be deemed **CONFIDENTIAL INFORMATION** within the meaning of this Agreement

- a) if the Disclosing Party, when communicating the information verbally, at the same time indicates its confidentiality and confirms this in writing or text form within 14 calendar days of disclosure (receipt by the Recipient shall determine compliance with the time limit), or the



provision of the verbal information is stated in the minutes of a meeting signed by the Parties or their employees; or

- b) if, where written documents, other physical data or information carriers or objects are provided or data are transmitted, a corresponding reference to confidentiality "confidential and/or secret" is affixed to them or made known therewith by the Disclosing Party in writing or text form, or reference to their confidentiality is made by the Disclosing Party when they are provided and this is confirmed to the Receiving Party in writing (whereby telefax or email also meet this requirement) within 14 calendar days of being provided. Receipt by the Recipient shall determine compliance with the time limit.

3. CONFIDENTIAL INFORMATION within the meaning of this Non-Disclosure Agreement is also the fact that CONFIDENTIAL INFORMATION is exchanged between the Parties, the existence of the Project and the subject matter of this Agreement as well as all other information relating to the conclusion or implementation of the Project. CONFIDENTIAL INFORMATION is furthermore all information exchanged between the Parties since in relation to the Project.

4. CONFIDENTIAL INFORMATION within the meaning of this Non-Disclosure Agreement is furthermore all information and results which the RECIPIENT obtains within the scope of analysing and/or reverse engineering a product and/or sample provided by the Disclosing Party or work results provided by the Disclosing Party, irrespective of the fact that the information is obtained on the basis of the scientific activities of the Receiving Party. This shall not apply to findings which WIG obtains in analysing and/or reverse engineering a product and/or sample provided by the Partner or work results provided unless such object or its provision is in turn the subject of a contractual performance obligation of the Partner vis-à-vis WiG.

It is irrelevant whether the disclosed information is contained in a carrier medium and in which carrier medium. Verbal information in particular as well is included. It is also irrelevant whether documents or other carrier media have been created by the Disclosing Party, the RECIPIENT(s) or others if they contain information relating to the Disclosing Party or a company affiliated with them.

5. CONFIDENTIAL INFORMATION within the meaning of this Non-Disclosure Agreement shall also be deemed any information (personal data) relating to an identified or identifiable natural person for the purposes of the General Data Protection Regulation (GDPR). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (Article 4 (1) GDPR).

6. The provisions of the *GeschGehG* shall remain unaffected for claims as well as rights and obligations under the *GeschGehG* and shall take precedence over the provisions of this Agreement with regard to such claims, rights and obligations in the event of contradictions. Otherwise, claims under this Agreement shall exist in addition to claims which may exist under the *GeschGehG*.

7. "Employees" are employed persons of the respective Party and their respective affiliated companies and employees without employee status such as e.g. freelancers and/or temporary workers. Affiliated companies are such companies within the meaning of Section 15 *AktG* and such companies in which WiG resp. the Partner has a direct or indirect interest under company law.

8. "Authorised persons" are the Parties, their bodies and employees and their affiliated companies, their bodies and employees, if they are respectively subject to an obligation of confidentiality in accordance with this Agreement, in the case of employees, only to the extent admissible under labour law in accordance with this Agreement, and are necessarily to be involved in the Project. Authorised persons are furthermore advisors of a Party who are bound professionally or contractually to confidentiality in accordance with the subject matter of this Non-Disclosure Agreement.

II. Confidentiality / Exploitation



1. No Party shall be obliged under this Agreement to provide information under this Agreement. In the absence of other agreement, the provision of the respective CONFIDENTIAL INFORMATION shall be owed only as this is respectively in the possession of the Disclosing Party at the time of disclosure, irrespective of its accuracy (“**as is**”). The accuracy of the information provided is *not* owed unless this was expressly agreed.

2. CONFIDENTIAL INFORMATION which the respective Recipient obtains over the course of the business relationship shall be treated by the Recipient as strictly confidential, at least in the same way as the Recipient treats its own strictly confidential information.

3. The Parties undertake to use the CONFIDENTIAL INFORMATION exclusively for the purpose for which it was disclosed (i.e. exclusively for implementation of the PROJECT), and in particular not to divulge or disclose it to third parties, or otherwise exploit it, unless the Disclosing Party has agreed to this in writing or text form in advance or one of the exceptions listed exhaustively below exists. This shall apply irrespective of whether the CONFIDENTIAL INFORMATION may be the subject matter of patents, design patents, copyrights or other rights.

4. The Parties undertake not to examine, dismantle or test any product or object, sample or formulation, which the Disclosing Party has provided to the Receiving Party within the framework of the Project, without express (in addition to the provision) additional consent of the respectively Disclosing Party. In this respect, the provision itself shall **not** expressly constitute any authorisation within the meaning of Section 3 (1) paragraph 2 *GeschGehG*. Provision shall not, therefore, authorise the measures stated in the above-mentioned sentence 1 without the above-mentioned separate consent. The above shall not apply as a whole if the above-mentioned object of examination or reverse engineering is the subject of a contractual performance obligation of the Partner vis-à-vis WiG. WiG shall give the Partner the above-mentioned consent if the testing/examination/reverse engineering is absolutely necessary to fulfil the obligations contractually assumed by the Partner vis-à-vis WiG.

Unless and until expressly authorised by the Disclosing Party, the Receiving Party may neither sell, transfer nor otherwise dispose of nor give a third-party access to a sample and/or product and/or formulation or any part thereof provided to it within the framework of the Project. An exception to this shall be if the sample/product is disposed of as waste by a suitable disposal company certified within the Federal Republic of Germany. The above provisions shall also apply *mutatis mutandis* to all results, information and potential new substances and samples obtained by the Receiving Party within the framework of the Project and based on the scientific analysis and processing of the sample.

5. The Parties undertake, in the absence of other agreement, not to make CONFIDENTIAL INFORMATION received from the other Party the object of their own developments or to use it to develop their own products or services further or to facilitate directly or indirectly the developments and/or services of third parties by use of the CONFIDENTIAL INFORMATION and to copy it only for the purpose of implementing the Project, whereby copying on the company's normal, general backup systems is excluded. Appropriate standards of protection with respect to IT security must be applied to copies of CONFIDENTIAL INFORMATION. They shall make it neither the object of applications for property rights nor oppose it with respect to applications for property rights of the Disclosing Party. The above shall not apply as a whole if the provision of CONFIDENTIAL INFORMATION or the object provided is the subject of a contractual performance obligation of the Partner vis-à-vis WiG.

6. At the request of the Disclosing Party or at the latest when the Agreement ends, the Receiving Party shall (i) surrender immediately to the Disclosing Party all information material, including all copies and records containing CONFIDENTIAL INFORMATION and/or (ii) delete data provided irretrievably by overwriting several times and confirm this in writing or text form to the Disclosing Party. The above shall not apply as a whole if the provision of CONFIDENTIAL INFORMATION or the object provided is the subject of a contractual performance obligation of the Partner vis-à-vis WiG. Data stored collectively on a central backup server together with other data shall be excluded from the obligation to delete. Appropriate standards of protection with respect to IT security must be applied to the backup servers. The obligations to cease and desist and to act pursuant to this Agreement with respect to such data shall remain unaffected. This obligation to return shall also exist if a petition to institute composition or insolvency proceedings is filed against the other Partner's assets. Instead of deleting the data, the Disclosing Party can also obtain from the Receiving Party



the submission of a declaration and undertaking to cease and desist with a penalty clause with regard to further use of the data (with the exception of the above-mentioned storage on the central backup server), whereby the Disclosing Party shall have the right to determine a contractual penalty at its reasonably exercised discretion (Section 315 I *BGB* [German Civil Code]), taking into account the damage propensity of the breach of obligation and the amount of which in an individual case shall not exceed EUR 50,000.--. The right to assert other or further claims, especially cease-and-desist claims and damage claims, also such according to the *GeschGehG*, shall remain reserved for the Disclosing Party. The contractual penalty shall be set off in full against any damage claims. The contractual penalty shall be limited for all conceivable cases of its occurrence to a maximum amount of EUR 250,000.--.

7. The CONFIDENTIAL INFORMATION may not be disclosed either to third parties, except for authorised persons, nor used for own commercial purposes (i.e. with the intention of making a profit) or other third parties without the prior written consent of the Disclosing Party. The above shall not apply as a whole if the provision of CONFIDENTIAL INFORMATION or the object provided is the subject of a contractual performance obligation of the Partner vis-à-vis WiG. The granting of the foregoing consent shall be exclusively at the sole discretion of the Disclosing Party providing the information. If the OWNER consents to such CONFIDENTIAL INFORMATION being disclosed, it shall be deemed agreed that the RECIPIENT is obliged to disclose the CONFIDENTIAL INFORMATION only under the conditions prescribed by the OWNER in its consent. In the event of any transmissions, secure transmission in encrypted form is to be used unless otherwise agreed in writing or text form.

8. The Parties undertake to extend the obligation of confidentiality accordingly, in respect of employees as admissible under labour law, also to all employees and authorised representatives (e.g. advisors who need to be called in) without regard to the nature and legal form of employment if they are not subject to the obligation of professional secrecy and prove this to the Disclosing Party at first request and include only necessary third parties in the group of informed persons.

The Parties undertake to keep the number of employees concerned within the meaning of protection of confidentiality as small as possible and to include only third parties required for the project processing in the group of recipients of the information.

9. Only such CONFIDENTIAL INFORMATION shall be excluded from this Non-Disclosure Agreement which at the time of disclosure can be proved to be either

- a) generally known, in the public domain, part of general technical expertise or general state-of-the-art; or
- b) individually known to the specific Party receiving it. The Recipient shall inform the Disclosing Party of such prior individual previous knowledge in writing or by email within 14 calendar days of receipt of the CONFIDENTIAL INFORMATION as condition for the applicability of this exception. Otherwise the Recipient can no longer invoke this exception.

Furthermore, the obligation of confidentiality shall cease when and as soon as the CONFIDENTIAL INFORMATION after the date of disclosure

- a) becomes generally known as defined above, and without one of the Parties violating this Agreement;
- b) is made known individually to the specific Party invoking legitimate previous knowledge by third parties, without such third parties violating an obligation to maintain the confidentiality of the CONFIDENTIAL INFORMATION;
- c) was already known to the Receiving Party upon disclosure, which the Receiving Party can only invoke if it notifies the Disclosing Party of this in writing or text form within 7 calendar days of disclosure;
- d) is developed by the Receiving Party independently and irrespective of the CONFIDENTIAL INFORMATION;
- e) is made known in writing by the Disclosing Party to the general public; or
- f) must be disclosed according to mandatory statutory provisions or pursuant to a court or official order;



- g) or its disclosure to third parties is imperative to implement the Project if such third parties were bound to confidentiality as specified by this Non-Disclosure Agreement.
10. The RECIPIENT must take all necessary measures to protect the CONFIDENTIAL INFORMATION from unauthorised disclosure, of whatever nature, whereby the scope of such measures must correspond at least to the measures which the RECIPIENT has taken to protect its own CONFIDENTIAL INFORMATION.
11. If the RECIPIENT is obliged by virtue of a statutory provision, judgment or binding official decision or order to disclose the object and subject matter of this Agreement or the CONFIDENTIAL INFORMATION in whole or in part (hereinafter referred to as "DISCLOSURE BY OPERATION OF LAW"), the RECIPIENT undertakes:
- (1) to notify the OWNER immediately in writing and in any case as far as possible inform the OWNER of its intentions to disclose prior to DISCLOSURE BY OPERATION OF LAW so that the OWNER can, if necessary, take legal action to enforce maintenance of the protection of its CONFIDENTIAL INFORMATION; and
 - (2) to support the OWNER in all measures to maintain protection of the CONFIDENTIAL INFORMATION and to notify the RECIPIENT systematically before each reply and in general take any action that can be reasonably expected to ensure that the CONFIDENTIAL INFORMATION is protected pursuant to the provisions of this AGREEMENT.
12. Only the Party resp. its employees, from whom copyrights and other rights to documents and information originate, shall be entitled to such rights.
13. If information, documents, data or parts, which contain protectable inventions, are provided or exchanged within the scope of the business connection of the Parties, the Parties shall reserve all rights, especially in the event that a patent or other property right is granted.
14. If the Parties disclose CONFIDENTIAL INFORMATION to third parties, e.g. affiliated companies or authorised persons, they warrant to each other compliance with the provisions of this Agreement by such third parties. Such third parties must be appropriately obliged to maintain confidentiality. The obligation of the third party to maintain confidentiality must be proved at the request of the Disclosing Party.
15. Either Party can effect ordinary termination of this Agreement subject to a period of notice of six months. This shall not affect the right of extraordinary termination without notice. Termination shall only be valid when given in written or text form. The Agreement shall end without requiring termination when the cooperation ends, if such end is notified by one of the Parties to the respective other Party in writing, whereby timeliness shall be determined by receipt.
16. If the contractual relationship ends, the obligation of confidentiality covered by this Agreement and the prohibition of exploitation pursuant to paragraph II. and the provisions pursuant to paragraph III. shall survive for a period of five years.
17. In the event of the culpable violation of one of the obligations indicated above to observe confidentiality and/or to cease and desist arising from paragraph II. (2) and/or paragraph II. (3) and/or paragraph II. (4) and/or paragraph II. (5) and/or paragraph II. (10), the Party respectively committing the violation shall owe the other Party a contractual penalty for each case of culpable contravention of one of the assumed obligations without specific proof of damage, unless otherwise stipulated below. The amount of the contractual penalty shall be determined by the Disclosing Party according to reasonably exercised discretion (Section 315 (1) BGB), taking into account the propensity for damage in the case of disclosure and/or exploitation of the disclosed CONFIDENTIAL INFORMATION in breach of duty and its economic value. The contractual penalty shall no longer apply if the CONFIDENTIAL INFORMATION affected by the breach of duty has no economic value whatsoever. Claims for damages and for reimbursement of expenses and other claims, also such claims according to the *GeschGehG*, especially to injunctive relief, while offsetting the contractual penalty in full, shall remain reserved for the Disclosing Party. The contractual penalty shall be limited to a maximum amount of € 500,000.-- for all cases of its occurrence according to this Agreement.



This shall not affect the right of the Party owing the contractual penalty to have the determined contractual penalty reviewed and reduced by a court of law (Section 315 (3) *BGB*).

III. Information security

1. General obligations of the Partner

The Partner shall perform the processing of CONFIDENTIAL INFORMATION exclusively within the scope of the Project.

The Partner shall use CONFIDENTIAL INFORMATION, which has become known to the Partner or has been received within the framework of fulfilling the Project, only for the agreed purposes of the Project. Processing or use without WiG's knowledge or for the contractor's own purposes is not permitted. Copies or duplicates shall not be made without WiG's knowledge. Exceptions to this are backup copies, if they are required to ensure proper fulfilment of the Project, as well as data required in respect of compliance with statutory obligations. A corresponding obligation must be proved to WiG.

The Partner warrants that only authorised persons within the meaning of I. 7. are used to process the CONFIDENTIAL INFORMATION. The authorised persons shall be informed or undergo training on a regular basis, at least once a year.

Data carriers provided and all copies or reproductions made thereof shall remain the property of WiG. The Partner must hold them in safekeeping so that they are not accessible to unauthorised persons.

If mobile data carriers are used, these must be provided with sufficient means of encryption and protected by appropriate measures against theft, damage or other adverse effects.

When processing data and information of different clients, their separation must be objectively ensured in a verifiable way, for which a corresponding client separation is to be implemented.

2. Security concept / Certification / Attestation

The Partner is obliged to protect all CONFIDENTIAL INFORMATION received from WiG or otherwise within the scope of commissioning that are attributable to WiG, which are being processed by the Partner or CONFIDENTIAL INFORMATION, to which the Partner has access, effectively at all times according to the current state of the art against alteration, destruction, loss, unauthorised access, unauthorised or unlawful transmission or otherwise unauthorised processing and misuse. For information transmitted verbally or by telephone, measures to protect confidentiality must be taken.

The Partner warrants that it has implemented processes and security procedures to ensure that its data processing systems do not contain viruses, Trojan horses, worms, other malware, spyware or backdoor programs and any devices or codes, which it can be assumed, when considered objectively, are damaging to WiG's data or information.

To fulfil the obligations under obligations in III. (2), the Partner warrants a suitable security concept which is to be submitted to WiG for examination and coordinated with WiG. Compliance with appropriate security standards can also be proved by submission of appropriate certificates (e.g. ISO/IEC 27001 or ISO 27001 based on *IT-Grundschutz* [IT Baseline Protection Manual]), attestation according to the VDA Model TISAX (Trusted Information Security Assessment Exchange) or other adequate proof of security.

Existing certificates/ attestations in respect of information security at the contractor shall be added to the contract as an annex.



The Partner warrants that it shall maintain existing certifications and/or attestations according to the possibilities stated in III. (2) with the greatest possible, appropriate and reasonable effort on its part. In the event of renewal or loss of certification and/or positive or negative attestation, WiG is to be informed immediately.

In case of loss of existing certifications and/or attestations, the Partner must continue to ensure a security level corresponding to them. Further procedure in this respect is to be coordinated with WiG.

If a company information security officer was appointed, the Partner shall name him/her below. Alternatively, contact to a contact partner for security management is to be specified:

Information security officer/contact partner:

WiG shall be notified immediately of any change in the information security officer/contact partner.

3. Security incidents

The Partner shall notify WiG immediately in the case of malfunctions in the operational process or other irregularities in the processing of WiG's CONFIDENTIAL INFORMATION by it and in cases of a violation of contractual agreements, where there is a possibility of a compromise of security, confidentiality or integrity of WiG's CONFIDENTIAL INFORMATION. A corresponding report is to be sent to the following contact data: dataprotection@winkelmann-group.de.

Notification shall include a summary of the known information concerning the security incident and if possible an assessment of WiG's affected CONFIDENTIAL INFORMATION and information on the possible impact and remedial measures taken if such have already been taken.

In the case of a security incident, the Partner shall take (a) reasonable and appropriate measures to remedy, to limit the impact and to restore information security with regard to the CONFIDENTIAL INFORMATION, b) state to WiG how future incidents of the same kind shall be prevented by appropriate measures, (c) implement corresponding technical and/or organisational measures to prevent such incidents within a reasonable period but at the latest within 1 week.

If WiG's CONFIDENTIAL INFORMATION is affected by a security incident, further procedure concerning such data shall be coordinated by the Partner with WiG.

4. Liability for security incidents

If the Partner culpably violates an obligation arising from paragraphs 1-3 above for implementation and maintenance of the security level stated there for WiG's CONFIDENTIAL INFORMATION and/or culpably violates the obligation to report security incidents pursuant to paragraph 3 above, the Partner shall indemnify WiG against all damages as well as customary, reasonable and proven expenses, including such arising from legal defence. Section 254 *BGB* (contributory negligence) shall remain unaffected.

5. Control rights of WiG

After timely notification for inspection purposes, WiG or a representative of WiG, who shall be made known to the Partner in due time, can satisfy themselves in the business premises during normal business hours, without disturbing the operational process, of the adequacy of the measures to comply with technical and organisational requirements and carry out controls in this regard. The Partner must tolerate the corresponding controls and shall support WiG in their implementation.

The Partner undertakes to provide WiG at written request within a reasonable period with all information regarding compliance with contractual obligations that are required to implement a comprehensive control.



WiG must inform the Partner if errors or irregularities with regard to information security are identified when inspecting the results of processing.

6. Use of subcontractors

The Partner must select the subcontractor carefully and warrant that the subcontractor possesses an information security standard like the Partner. Before the start of data processing by the subcontractor in relation to the Project and thereafter on a regular basis, the Partner shall satisfy itself of compliance with the technical and organisational measures taken by the subcontractor and document the results. Inspection documentation shall be provided to WiG on request.

The award of commissioning to subcontractors must be made via a written contract. The contractual agreements must be drawn up in such a way that they correspond to the requirements of the agreements between WiG and the Partner, whereby, in particular, sufficient assurance must be provided that appropriate technical and organisational measures are implemented in such a way that processing corresponds to the requirements for the Partner.

WiG shall be granted direct control and verification rights according to this Agreement, also vis-à-vis the subcontractor as third-party beneficiary contract (Section 328 *BGB*). WiG likewise has the right upon written request to obtain information from the Partner about the material content of the contract and the implementation of the relevant obligations with regard to the information security of the subcontractor, if necessary, also by inspection of the relevant contract documents. The blanking out of key financial figures is admissible.

If the subcontractor culpably fails to comply with its information security obligations, the Partner shall be liable to WiG for compliance with the obligations of each subcontractor as for its own conduct.

7. Miscellaneous

Should the client's CONFIDENTIAL INFORMATION at the contractor be jeopardised by attachment or seizure, by insolvency or composition proceedings or by other events or measures of third parties, the contractor must inform the client of this immediately. The contractor shall inform all responsible persons in this context immediately that authority over the data lies with the client.

IV.

Severability clause / Entry into force / Precedence rule

1. If any provision of this Agreement is or shall become invalid/void or unenforceable in whole or in part for reasons relating to the law of general terms and conditions according to Sections 305 to 310 *BGB*, statutory provisions shall apply.

If any current or future provision of the Agreement is or shall become invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the law of general terms and conditions according to Sections 305 to 310 *BGB*, this shall not affect the validity of the remaining provisions of this Agreement unless the implementation of the Agreement, also in consideration of the following provisions, would present an unreasonable hardship for one of the Parties. This shall apply if, after the Agreement is concluded, it is found to have a gap that requires filling.

The Parties shall replace an invalid/void/unenforceable provision or gap that requires filling for reasons other than the provisions relating to the law of general terms and conditions according to Sections 305 to 310 *BGB* by a valid provision that corresponds in its legal and economic content to the invalid/void/unenforceable provision and the purpose of the Agreement as a whole. Section 139 *BGB* (partial nullity) is expressly excluded, also within the meaning of a provision relating to the burden of proof. If the invalidity of a provision in the above case is due to a measure of performance



or time (time limit or date) stated therein, a measure which most closely corresponds to the original measure in a legally admissible way must be agreed for the provision.

2. The Agreement shall enter into force upon its signature and replace existing non-disclosure agreements between the Parties as of that date, which shall then no longer be valid. Confidentiality clauses in existing agreements between the Parties shall remain valid unless they are inconsistent with this Non-Disclosure Agreement. In the case of an inconsistency or inconsistencies, this Non-Disclosure Agreement shall take precedence over the inconsistent agreements or provisions. Existing clauses in valid agreements are definitively set forth by this Non-Disclosure Agreement. This Non-Disclosure Agreement constitutes the basis for interpretation in the case of ambiguities concerning existing confidentiality clauses.

V.

Arbitration clause / Governing law / Place of jurisdiction / Legal and functional succession

1. The Parties agree that all claims and rights arising from this Agreement shall be governed exclusively by the law of the Federal Republic of Germany.

2. A final decision on all disputes of whatever nature between the Parties arising from this Agreement or in connection with its implementation, including such disputes regarding the validity of this Agreement and this arbitration clause, shall be made without recourse to ordinary courts of law by one arbitrator according to the Arbitration Rules of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS) [German Institution of Arbitration] at the time of receipt of the request for arbitration at the DIS. An arbitration award made can on application be declared enforceable by the competent national court. There is no appeal against the award of the arbitration tribunal. The award shall also include a decision on the costs of the proceedings including the remuneration of the arbitrator. Place and place of jurisdiction of the arbitration tribunal is the registered office of WiG. For the avoidance of doubt, the Parties stipulate that the national courts remain competent for measures ordered by way of interim relief. In this respect, the Parties agree upon the exclusive place of jurisdiction which is competent for the registered office of WiG.

3. Amendments to or modifications of this Agreement shall only be valid when given in writing. This shall also apply to the amendment of this clause of written form. Verbal amendments are void. This shall not affect Section 305b *BGB* (precedence of the individual agreement).

4. This Agreement shall also apply to the legal successors of the Parties. The Parties undertake to impose the obligations under this Agreement on any functional successors as well in such a way that the respective other Party can from this enforce the rights hereunder against the functional successor and shall prove this to the other Party on request.

5. The version of this Agreement exchanged in text form shall have the same legally binding effect as the original signed version of this Agreement.

Winkelmann Group GmbH & Co. KG

[Contractor]

Date/ Stamp/ Signature
Name
Position

Date/ Stamp/ Signature