

Confidentiality Agreement

The supplier takes part in a tendering process in the framework of sourcing projects ("Project"). In this context, it will receive trade or company secrets of the tendering company of Winkelmann-Group (hereafter referred to as "WiG") or other information to be treated with confidentiality.

With regard to the aforesaid, the supplier accepts the following Confidentiality Agreement:

1. Confidential Information

- 1.1. This Confidentiality Agreement shall apply to all trade or company secrets received by the supplier or otherwise made known to it as well as any information determined to be confidential either verbally or in writing, regardless of its state or the storage medium or whether the information relates to WiG, its affiliated companies or to third parties. The same applies to information made known under circumstances that make it clear that such information must be treated with confidentiality and information, developed by the supplier on behalf of WiG (in the following referred to as "Confidential Information").
- 1.2. Confidential Information comprise in particular documents, knowledge, technical or commercial designs regarding various products and procedures, researches and developments, clients, industrial property rights and know-how.
- 1.3. Upon termination of the project, all written Confidential Information including any copies must be returned to WiG or be destroyed upon agreement. Rights of retention with regard to such information may not be asserted.

2. Restricted Use of Confidential Information

- 2.1 The supplier undertakes to keep the Confidential Information strictly confidential, not to disclose such information to third parties, to use such information solely for the purposes of the project and not to use it for its own purposes and to take all such appropriate measures to ensure the secrecy of the Confidential Information. With respect to the safety precautions for the protection of the Confidential Information made known to it, the supplier shall use the same diligence as it would use in connection

with the secrecy of its own Confidential Information, but at least the attention of a diligent businessman.

2.2 This includes in particular that no disclosures relating to perceptions gained during the term of the project may be made to third parties and that no unauthorised third party may gain insight into the nature and scope of the work during the execution of activities in the framework of the project.

3. Public Domain

This Confidentiality Agreement shall not apply to such Confidential Information in respect of which the supplier can prove that

- a) at the moment of disclosure by WiG was already known, i. e. published or generally accessible; or
- b) at the moment of disclosure by WiG was already lawfully known to the supplier; or
- c) following the moment of disclosure by WiG became known to the supplier without the supplier's fault;
or
- d) is made known to the supplier following its disclosure by a third party in a lawful manner without restrictions with respect to secrecy; or
- e) must be disclosed to authorities/courts on the basis of legal provisions; under such circumstances the supplier undertakes to disclose only such information it is legally obliged to disclose and to undertake any activities to ensure the continuous confidential treatment of such information. The supplier shall inform WIG about such disclosure within a reasonable period of time in advance; or
- f) it has developed such information independently from the Confidential Information.

4. Confidentiality Obligation for Employees and Representatives

Confidential Information shall be disclosed only to those employees, managers, consultants and supplier's representatives, who have a need to know such information in order to serve the purpose of this contract. The supplier shall impose a corresponding Confidentiality Agreement on such persons, unless they are

subject to a professional obligation to maintain secrecy, whether in the framework of their respective contracts of employment or otherwise in writing.

5. Term

This Confidentiality Agreement becomes effective upon signature and shall remain effective for a period of five years. Any Confidential Information disclosed during the term of this agreement shall be subject to confidentiality for another five years.

6. Disclaimer

WIG accepts no warranty or liability with regard to the accuracy or completeness of the Confidential Information provided. WIG accepts no warranty or liability with regard to the question that the application or use of the Confidential Information does not violate any third party's rights or causes other damages.

7. Inventions Eligible for Protection Rights and Copyrights

WIG reserve all rights with respect to documents made available and to Confidential Information provided. The provision or transfer of documents or Confidential Information does not imply the granting of any license or right of use.

8. Written Form

There are no other ancillary agreements. Changes and amendments to this Confidentiality Agreement require to be made in writing in order to become effective. The same applies to the modification of the written form requirement.

9. Severability

Should a provision of this contract be or become ineffective or should there be gaps in this agreement, the enforceability of the remaining provisions remain unaffected therefrom.

10. Applicable Law and Jurisdiction

This agreement is subject to German law without consideration for international private law that could cause the application of foreign law. For all disputes arising out of or in connection with this agreement, the courts of Münster/Westphalia shall be competent exclusively.

Ahlen, _____

_____, _____

Winkelmann Group GmbH + Co. KG
