

Confidentiality Obligation

Concerning all technical and commercial information, in particular drawings, plans, specifications, designs, materials, samples, processing know-how, documentation, electronically stored data and data such as quantities, prices, orders and customers' names, ceded to him by PROEMION GmbH, Donaustr. 14, 36043 Fulda, Germany, and its affiliates (hereafter collectively referred to as: PE) within the framework of their business relationship, the supplier undertakes

- + to keep it secret, protect it from abuse and not to make it available to third parties,
- + to use it exclusively for implementing the agreed projects,
- + to only make it available to those employees / sub-suppliers that are required for implementing the agreed projects and to obligate those employees / sub-suppliers to maintain confidentiality according to this agreement,
- + not to make it subject of own research and development activities,
- + not to exploit it commercially or use it directly or indirectly for obtaining any property rights,
- + not to copy it and to hand it back to PE unrequested if the business relationship is not concluded or terminated.

The above mentioned obligation also includes all other information and know-how gained when visiting the PE business premises as well as the R&D and production departments.

The supplier is liable to PE for any damages caused by violation of this confidentiality obligation.

The supplier is further forbidden to poach PE employees or have them hired by third parties. In the case of each contravention, he is obligated to pay a contract penalty of 20,000.00 EUR to PE.

The agreement shall be governed by and construed in accordance with German law. The courts of Fulda, Germany, shall have exclusive jurisdiction.

The obligation shall enter into force upon signature and be valid for an unlimited period of time.

For the company (company stamp)

Place, date

name (position in the company)

Signature