

Confidentiality Agreement

This Agreement is concluded between

Bosecker Verteilerbau Sachsen GmbH
Hirschfelder Ring 3
02763 Zittau
(nachfolgend „**Bosecker**“ genannt)

including all branches and
subsidiaries and

(hereinafter referred to as "**Partner**")

including all parent companies, subsidiaries and branches. The Partner confirms to Bosecker that he is entitled to legally represent these companies and to conclude this Confidentiality Agreement with effect for them.

(in the following Bosecker and the Partner are jointly referred to as the "**Parties**")

In connection with

(hereinafter referred to as the "**Purpose**") the Parties will exchange information in which they have a non-disclosure interest. The Parties are aware that such Confidential Information has not been known nor was it readily accessible, either in its entirety or in its details, such that it is therefore of economic value, protected by appropriate confidentiality measures on the part of the Parties and there is a legitimate interest in its confidentiality. If Confidential Information pursuant to this Confidentiality Agreement does not meet the requirements of a trade secret within the meaning of the German Business Secrets Act (GeschGehG), this information shall nevertheless be subject to the confidentiality obligations pursuant to this Agreement. This being said, the Parties agree as follows:

1. Confidential Information

All information, documents, computer programmes (or parts thereof), tools as well as all documents and documentations of any kind and origin (including but not limited to orally transmitted information), which one Party communicates, discloses, transmits or otherwise makes accessible to the other Party in connection with the Purpose or of which the other Party may gain knowledge, are information which is to be kept secret in accordance with the provisions of this Agreement (hereinafter referred to as "**Confidential Information**"). This includes in particular all information relating to product planning and product development, product design, technical data, engineering drawings, information about costs, prices, names of customers of a Party, information about financial circumstances, marketing strategies, operating methods, intellectual property (such as patents, designs, copyrights or trademarks) and all know-how.

Information that is not confidential is information

- a) that is or becomes generally known to the other Party without a violation of this Agreement
- b) in respect of which the invoking Party can prove that it was already lawfully in the possession of the Party before this Agreement was signed
- c) in respect of which the invoking Party can demonstrate that it was developed independently of the Confidential Information and
- d) in respect of which the invoking Party can prove that it was lawfully received from a third party entitled to disclose the same.

2. Use of Confidential Information

Both Parties undertake not to use the Confidential Information for themselves (their own purposes - in particular by way of so-called "reverse engineering" -) or for third parties nor to use it for third parties or to disclose it in whole or in part to third parties or make it accessible in any way, unless this is permitted by this Agreement, the Purpose or the written consent of the other Party. The Parties further undertake to keep the Confidential Information secret, to protect it from unauthorised access by third parties and to make it accessible only to their own employees and contractual partners, in compliance with the provisions of the GDPR, who must have knowledge of it in order to fulfil their contractual duties and in connection with the Purpose. A Non-Disclosure Agreement shall be concluded with these employees and the contractual partners. This also includes state-of-the-art technical security measures (Art. 32 GDPR) and the obligation of employees to observe confidentiality and data protection (Art. 28 para. 3 lit. b GDPR).

Insofar as employees or contractual partners violate the resulting confidentiality obligation, the Partner shall be liable for this in accordance with this Agreement and additionally in accordance with the statutory provisions.

The business relationship between both Parties as such shall also be considered confidential and neither Party shall be entitled to disclose the conclusion of this Agreement or the existing business relationship to any third party without the prior written consent of the other Party.

To the extent a Party is required by applicable law, court order, government order or stock exchange regulation to disclose any or all of the Confidential Information, promptly notify the holder thereof in writing (to the extent legally possible and practicable), and make reasonable efforts to minimise the scope of such disclosure and, if necessary, provide the holder with all reasonable assistance in obtaining a protective order against the disclosure of all or any portion of the Confidential Information.

3. Start of Commitment

This Agreement shall enter into force upon the Parties first becoming aware of Confidential Information and shall terminate three years after the termination of the exchange of information for the aforementioned Purpose. . The right to terminate this Agreement for good cause shall remain unaffected. The obligation to keep confidential the Confidential Information exchanged under this Agreement remains unaffected by the termination.

4. Contractual Penalty

The Parties undertake to pay an appropriate contractual penalty for each case of culpable violation of one of the aforementioned confidentiality obligations. The amount of the contractual penalty shall be determined by the injured Party at its reasonable discretion (§ 315 German Civil Code), whereby the appropriateness of the contractual penalty in the event of a dispute may be reviewed by the competent court. Payment of the contractual penalty shall not affect the assertion of any other statutory claims, in particular the right to claim damages, with offsetting of the contractual penalty.

The payment of the contractual penalty does not release the violating Party from compliance with its contractual obligations. In particular, the injured Party reserves the right to demand at any time that the violating Party remedies the breach of contract.

5. Return Obligation

Upon termination of this Agreement, the Parties agree to immediately return or destroy all written documents and media received from the other Party on which Confidential Information is recorded or stored.

Excluded from the obligation to return/destroy are all copies of information that is subject to secrecy, which are subject to statutory retention periods/obligations or must be retained by the Parties for the purposes of proof (e.g. documentation of the course of business). Also excluded from this is Confidential Information, the destruction or return of which is technically impossible, e.g. because it has been stored in a backup file due to an automated electronic backup system to secure electronic data. The provisions of this Agreement shall continue to apply accordingly to the aforementioned copies.

If this Agreement is based on the preparation of an offer, all information shall be deleted unless an order is placed.

6. Supplementary Provisions

All amendments, additions or supplements must be made in writing with express reference to this Agreement in order to be effective. They shall be signed by both Parties in a legally binding manner.

Should any provision of this Agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In this case, the Parties undertake to agree on an effective provision which comes as close as possible to the invalid or missing Agreement in an economically legally permissible manner.

7. Applicable Law and Place of Jurisdiction

The law of the Federal Republic of Germany shall apply exclusively to this contract. The exclusive place of jurisdiction is Frankfurt am Main, Federal Republic of Germany.

Name
Title

Bosecker Verteilerbau Sachsen GmbH
Name
Title

Place, date Signature

Eisenberg, _____
Place, date Signature