

Confidentiality Agreement

between

[Contracting Party]

[Street / House Number]

[Postal Code / City]

and

Biegema GmbH & Co. KG

Finsterbachstraße 13

DE-79664 Wehr

Preamble

The parties intend to establish/deepen business relationships and/or to negotiate projects concerning stamping and bending machines, tools, and peripherals

for the machines and, if applicable, to realize such cooperation (hereinafter referred to as the "Purpose"). During both negotiations and cooperation, the parties will receive access to confidential information of a technical and/or business nature from the other party. To prevent misuse, the following is agreed:

1. Definitions

1.1. "Confidential Information" means all information and data, such as technical or business data, documents or knowledge, as well as samples, which the parties exchange in connection with the above-mentioned Purpose or which become known to them in the course of cooperation (e.g., during site visits), whether they are owned by the parties, an affiliated company of a party, or by third parties, regardless of the type and form of transmission or disclosure.

Confidential Information also includes all copies thereof, self-created materials, and summaries.

1.2. "Affiliated Companies" means legal entities that exercise direct or indirect control through the parties to this Agreement ("Parent Company"), or that are directly or indirectly controlled by a party or its Parent Company. "Control" or "to control" in this context means the direct or indirect ownership of more than 50% of the company shares or voting rights.

2. Confidentiality Obligation; Limited Use

2.1. Each party undertakes to use the Confidential Information of the other party

- a) exclusively for the Purpose stated in the Preamble;
- b) to keep secret, applying the same care as for its own information of similar importance, but at least a reasonable degree of care; and
- c) not to disclose it to third parties. However, Confidential Information may be disclosed to third parties and affiliated companies to the extent that the disclosure is necessary for the fulfillment of contractual obligations of the receiving party

towards

the disclosing party. The disclosing party must be informed prior to the disclosure of Confidential Information

by the receiving party. In the event of such a required disclosure to third parties, this third party must be obliged in writing by the receiving party

to maintain confidentiality in accordance with this Agreement. Third parties within the meaning of this Agreement are not the affiliated companies of the parties. A disclosure of Confidential Information by the receiving party to its own affiliated companies is permitted, provided that the affiliated companies have been informed of the obligation of confidentiality in accordance with this Agreement.

2.2. The receiving party shall inform the disclosing party in writing of any unlawful use or disclosure of the Confidential Information of the

disclosing party that becomes known to it.

2.3. Each party shall make the other party's Confidential Information accessible within its own organization only to those bodies, employees, and representatives who need to know it to achieve the purpose (the “need to know” principle). Each party shall ensure that these persons are obligated to confidentiality to an extent that corresponds to the provisions of this agreement.

3. Exceptions

- 3.1. The obligations contained in Section 2 of this Agreement shall not apply to Confidential Information that
- a) was lawfully known to the receiving party prior to the time of disclosure without an obligation of confidentiality;
 - b) is already publicly known at the time of disclosure or subsequently becomes publicly known without breach of this Agreement by the receiving party;
 - c) was disclosed to the receiving party by a third party, unless the receiving party knows or should have known that the third party violated a confidentiality obligation owed to the disclosing party by its disclosure; violated a confidentiality obligation owed to the disclosing party by its disclosure; by its disclosure;
 - d) was developed by the receiving party independently of and without recourse to the Confidential Information; or
 - e) has been released in writing for disclosure in the specific case by the disclosing party. disclosed.
- 3.2. The party invoking one or more of the aforementioned exceptions must prove that the respective requirements are met.
- 3.3. Each party has the right to refuse to accept information prior to its disclosure. Nevertheless, information that has been disclosed is not subject to the confidentiality obligation under this agreement.

4. Obligation to Disclose

4.1. The receiving party may disclose Confidential Information to the extent that the receiving party is obligated to do so by an order of an authority or court or by mandatory legal provisions. Permission shall only be granted if the receiving party informs the disclosing party in writing about this as far as legally permissible and the receiving party supports the disclosing party in ensuring the confidential treatment of the Confidential Information.

4.2. Confidential Information disclosed in this manner must be marked as "confidential".

5. Disclaimer of Warranties and Liability

A warranty or liability regarding the accuracy, correctness, freedom from third-party proprietary rights, completeness and/or usability of the Confidential Information, is – to the extent permitted by law – excluded.

6. Exclusion of License Rights; No Reverse Engineering

6.1. All Confidential Information provided to the Receiving Party remains the property of the Disclosing Party.

- 6.2. No licenses and/or rights of use are granted, either expressly or implicitly by this Agreement. In particular, the Receiving Party is not authorized to register patents or other intellectual property rights based on or with the Confidential Information received. Furthermore, the transfer of Confidential Information does not establish any prior use rights.
- 6.3 Reverse engineering (§3 para. 1 no. 2 Trade Secrets Act) is not permitted.

7. Liability for Affiliated Companies and Consultants/Subcontractors

The receiving party warrants that its Affiliates

- even if an Affiliate loses its status as an Affiliate
- its advisors, subcontractors or other third parties, as well as their employees, to whom the Confidential Information of the other party has been disclosed by the receiving party, shall comply with the provisions of this Agreement.

8. Term

8.1. This Agreement shall enter into force upon signature by the last signing party and shall be valid for an indefinite period. It may be terminated in writing by either party with a notice period of

thirty (30) days at the end of a calendar month.

8.2. However, the obligations arising from this Agreement regarding Confidential Information received by the end of

the term of the Agreement shall remain in effect for each of the parties even after the end of the Agreement for a period of four (4) years from the end of the Agreement.

To the extent that statutory protective rights apply to Confidential Information (e.g. for trade and business secrets), the post-contractual confidentiality obligation shall extend accordingly to the statutory provisions.

9. Return

9.1. At any time upon request by the disclosing party, all Confidential Information in embodied and/or electronic form, as well as all copies, shall, at the option of the disclosing party, either be returned or destroyed. The receiving party is obliged, within fourteen (14) days of receipt of the corresponding request, to either (i) return the Confidential Information or (ii) confirm its destruction in writing.

9.2. The obligation to return/destroy shall not apply to (i) computer back-ups or archival copies automatically generated in the course of the receiving party's ordinary data backup, provided that these copies are not further accessible to regular users and are not used for any purpose other than for data backup or archiving,

and (ii) copies of the Confidential Information that are retained exclusively for evidentiary purposes or for compliance with statutory archiving and retention obligations, provided, however, that for these

Confidential Information and/or their copies retained pursuant to (i) and (ii) of this paragraph, the provisions of this Agreement

shall apply, however with an indefinite confidentiality obligation.

provided, however, that for these according to (i) and (ii) of this paragraph retained Confidential Information and/or their copies the provisions of this Agreement apply, however with an unlimited confidentiality obligation.

10. Applicable Law

This Agreement, including the subsequent dispute resolution clause, shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

11. Dispute Resolution / Jurisdiction

- 11.1. For disputes of any kind arising out of or in connection with this Agreement, the exclusive place of jurisdiction shall be the registered office of the defendant party. Independently thereof, a counterclaim may be filed in the court of the action if the counterclaim is related to the claim asserted in the action or to the defenses raised against it.
- 11.2. The receiving party hereby acknowledges that breaches or threatened breaches of this Agreement may cause irreparable damage to the disclosing party, entitling the disclosing party, in addition to any other remedies, to obtain an injunctive relief.
- 11.3. The ordinary courts shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement. The jurisdiction of arbitration courts is excluded.

12. Transferability

This Agreement or individual rights arising from it may not be assigned or otherwise transferred to third parties without the prior written consent of the other party.

13. Miscellaneous Provisions

- 13.1. This Agreement does not create any obligation for the parties to enter into a cooperation and/or business relationship or to disclose specific information.
- 13.2. No oral collateral agreements have been made. Amendments and additions to this Agreement must be in writing. This also applies to the written form requirement itself.
- 13.3. The export of items or confidential information exchanged under this Agreement may be prohibited by law or subject to government approval. Each party undertakes to comply with national and international laws and other legal regulations applicable to the use and disclosure of confidential information exchanged within the scope of this Agreement, in particular the applicable export control regulations and sanctions programs.
- 13.4. If individual provisions of this Agreement are or become void, ineffective or unenforceable for any reason, this shall not affect the validity of the Agreement as a whole. In such a case, the parties shall replace the void, unenforceable or ineffective provision with a valid provision that effectively replaces the void, unenforceable or ineffective provision with a valid provision that

largely fulfills the economic purpose of the void, ineffective or unenforceable provision.
largely fulfills the economic purpose of the void, ineffective or unenforceable provision.

13.5. To the extent that personal data is exchanged or processed within the scope of this Agreement, the parties shall comply with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). If contract processing within the meaning of Art. 28 GDPR becomes necessary, the parties shall conclude a separate agreement to this effect.

13.6. This Agreement does not establish a partnership, agency, or other joint venture relationship between the parties. Neither party is authorized to act in the name or on behalf of the other party or to obligate the other party legally.

13.7. Notices in connection with this Agreement shall be sent to the addresses of the parties stated in the preamble or to an alternative contact address designated by the respective party in text form. Unless the written form is expressly required in this Agreement, text form shall suffice for notices. Changes to contact details must be communicated to the other party immediately.

13.8. This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written agreements relating thereto.

14. Non-solicitation

14.1. The parties undertake not to deliberately solicit or induce employees of the other party, who have become involved in connection with the purpose of this Agreement or of whom they have gained knowledge in this connection, to terminate their employment during the term of this Agreement and for a period of twelve (12) months after its termination.

14.2. General job advertisements not directed at specific individuals, as well as the hiring of employees who apply on their own initiative without prior contact by the hiring party, shall not be considered a violation of Section 14.1.

15. Customer and Supplier Protection

15.1. The parties undertake, during the term of this agreement and for a period of twelve (12) months after its termination, not to specifically approach customers, suppliers, or other business partners of the other party, who became known to them only through cooperation within the framework of this agreement, bypassing the other party and using the Confidential Information, in order to offer these business partners goods or services that are the subject of the parties' cooperation.

15.2. This protection does not apply to business relationships that already existed at the time of the conclusion of this agreement, that were already known to the respective party prior to this, or that come about independently of this agreement.

16. Contractual Penalty

16.1. For each instance of culpable violation of the obligations under sections 2, 14, or 15 of this agreement, the breaching party undertakes to pay a contractual penalty to the other party. The amount of the contractual penalty shall be determined by the injured party at its reasonable discretion and, in the event of a dispute, shall be reviewed by the competent court for its appropriateness.

16.2. In the event of a permanent or repeated violation, each commenced calendar month during which the violation continues shall be considered a separate instance of violation. Several violations that are related in time and subject matter and are based on a unified decision shall be considered a single instance of violation.

16.3. The assertion of further damages as well as the right to demand injunctive relief shall remain unaffected. A forfeited contractual penalty shall be credited against any claim for damages.

_____, on _____
(Place, Date)

Biegema GmbH & Co. KG

_____, on _____
(Place, Date)

[Contract Partner]