

Form F9002004-01
Data Privacy and Confidentiality Agreement



between

Customer

hereinafter referred to as the "**Agent**"

and

Gerd Bär GmbH

Pfaffenstrasse 7

74078 Heilbronn, Germany

represented by Managing Director Tobias Bär

hereinafter referred to as the "**Principal**"

Insofar as reference is made to the Principal and the Agent without discrimination, they are collectively referred to as "**the Parties**".

1 Confidentiality and data privacy agreement

The Parties plan the implementation of and/or are already implementing joint projects. For this purpose, it is necessary that both sides have provided or will provide information and data to each other verbally, in writing and in electronic form. This information communicates, among other things, the knowledge and/or business secrets about system, procedural and process technology, about organisational and company procedures as well as arrangements and/or contractual content of both companies.

The Parties are obligated to maintain strict confidentiality with respect to all data, knowledge and information (in short: Confidential Data) transferred and made accessible to them in the scope of the collaboration. They are further obligated to only use this Confidential Data for the fulfilment of the purpose of contract in the scope of the collaboration and to only undertake processing or use in the scope of the instructions of the Principal.

The Confidential Data is only made accessible to persons participating in the fulfilment of this collaboration. The transfer of the confidential information to such employees requires that the employees are familiar with the duties contained in this document and are contractually obligated to non-disclosure in a corresponding manner with respect to the information-recipient and to the duty of data secrecy in accordance with Article 5 of the German Federal Data Protection Act (BDSG).

Only the Parties are entitled to and may gain knowledge of findings arising from a project. Both Parties shall assure through appropriate precautions that no unauthorised persons have or gain access to the Confidential Data. These precautions shall be at least equivalent to the measures which the Agent has taken for the protection of its own confidential information.

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Use of the Confidential Data for other purposes shall only take place if the necessary instructions for this have been provided in writing and, insofar as necessary, written statements of authorisation have been issued by the data owner. Duplication, reproduction or storage of documentation by the parties shall take place exclusively for the purpose intended in the contract and may only be performed internally.

The Confidential Data includes, in particular, but not exclusively: all technical and non-technical information, including patents, business secrets, drawings, drafts, photographs, models, developments, know-how, processes, equipment, algorithms, copyright-protected works and software programs relating to current or future performances or products of the Agent, marketing and sales strategies, business forecasts, as well as business plans, personal data in the sense of the German Federal Data Protection Act (BDSG), social data in the sense of the German Code of Social Law and data subject to banking secrecy.

Furthermore, the Agent and its employees must observe the legal provisions for data protection and further applicable regulations.

This Confidentiality Agreement does not apply for Confidential Data which is generally known, which has been released in writing by the Contractual Partners or which has been made accessible on the basis of a judicial and/or official decree or other regulation. The latter exception requires that the Agent informs the Principal within a reasonable period about the requirement of disclosure.

The Agent is obligated to ensure that all Confidential Data is kept secret, even after the termination of the order or the contractual relationship. The duty of non-disclosure includes the employees of both Parties. It must be imposed on the employees in equal measure and shall remain in effect, even on termination of the existing employment relationship.

The processing and use of data may only take place in the territory of the Federal Republic of Germany, in a Member state of the European Union or in another country which is a signatory to the Agreement on the European Economic Area. Any relocation to a third country requires the prior written authorisation of the Agent and may only take place if the special requirements of Articles 4b and 4c of the German Federal Data Protection Act (BDSG) are satisfied.

1.1 Control over data

The Agent recognises the Principal's and/or the individual data owners' control over the Confidential Data without limitation. The Agent shall in no case invoke a right of retention to the Confidential Data of the Principal.

The Agent recognises the customer protection of the Principal and shall observe it to the extent that it shall not approach the customer directly. In other matters with respect to competitors of the Principal, the Agent shall not make any indication that it has already been in contact with the Principal. The duty of non-disclosure relates, in particular, to any knowledge of the Principal's prices.

1.2 Employees

The contractual Parties agree that no attempts will be made to recruit any employees from the other respective Party.

2 Subcontractors

The Agent is obligated to obtain written permission from the Principal before transferring personal data to freelance employees or subcontractors.

The Agent shall ensure that the subcontractor is trustworthy. An agreement corresponding to all elements of this agreement is essential for the subcontracting of work.

At the request of the Principal, the Agent shall provide information about the significant content of the contract with the subcontractor and the implementation of the data-protection-related duties, if necessary, by submission of the relevant contractual documents for inspection.

3 Return/destruction of data/information

The Agent may only create copies or duplicates of data transferred or communicated in the scope of the contractual relationship if and to the extent that this is necessary for the implementation of the order. Otherwise the Agent may not produce any copies or duplicates of the data transferred or communicated in the scope of the contractual relationship without the knowledge of the Principal, particularly for ulterior purposes.

After fulfilment of the respective orders issued in the scope of the contractual relationship and/or after the termination of the contractual relationship, the Agent shall return all documentation and data carriers of all types made available to the Agent and its employees, including any existing copies, to the Principal. All data for the fulfilment of orders stored on data processing systems and data carrier systems of any type on the premises of the Agent must be irretrievably physically deleted. Evidence of this must be submitted to the Principal on request.

Insofar as a return is not desired, the following applies:

The Agent shall immediately destroy all data carriers protected under data privacy laws and/or delete all data protected under data privacy laws (in accordance with DIN 32757) which have been transferred and/or communicated to the Agent by the Principal in connection with the contractual relationship (including any copies and security backups which have been created) as soon as they are no longer required for the execution of contractual performances. The Agent must keep records of the deletion and/or destruction in an appropriate manner and submit said records to the Principal on request.

The aforementioned duties of deletion and destruction do not apply insofar as there is a legal obligation of retention in opposition to this (particularly according to the accounting provisions in accordance with Articles 145-147 of German Fiscal Code (AO) and the retention periods in accordance with Article 257 of German Commercial Code (HGB)).

4 Publications

Publication in whatever form (media-independent) of the results which arise in connection with this Confidentiality Agreement or project, or the mention of the project, is hereby expressly repudiated. This also applies if the Principal is not mentioned as such in a roundabout way. The same applies for inclusion in reference lists/directories or within business/financial reports or market reports.

5 Applicable law

5.1 This agreement takes effect at the time of its signing by both contractual Parties.

5.2 This agreement is subject to the law of the Federal Republic of Germany. The exclusive jurisdiction for all disputes from the business relationship is Heilbronn.

5.3 Amendments and supplements to this agreement require the written form, which also applies for an amendment to this written form requirement.

5.4 The duties from this agreement continue to apply for both parties after the termination of the collaboration.

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5.5 If the Parties should incur damages as a result of a violation of this Confidentiality Agreement, both Parties reserve the right to assert claims for damages.

5.6 If individual provisions of this agreement, including this regulation, should be or become partly or wholly invalid, or the Agreement should contain a loophole, the validity of the remaining provisions or parts of such provisions remains unaffected. Current legal regulations shall take the place of the invalid or missing provisions. The contractual partners shall replace parts of this Agreement which have become invalid with valid regulations which come as close as possible to the original purpose. They must be incorporated into this agreement as a supplement at the next opportunity.

Heilbronn,

place, date

place, date

Gerd Bär GmbH

Agent