

Confidentiality Framework Agreement

Preamble

The parties intend to work together in the course of their business activities. The parties will therefore provide each other with confidential information. In order to protect this information and ensure confidentiality, this confidentiality agreement is concluded.

- 1.1 **Purpose:** This Agreement governs the disclosure, protection, and use of confidential information in connection with pre-contractual discussions, consultations, reviews, bidding, and procurement processes, particularly in the context of tenders, Requests for Information (RfI), Requests for Proposal (RfP), and comparable sourcing or cooperation projects undertaken by the parties.
- 1.2 **Specific Purpose:** The specific purpose for an individual project is defined by a written or text-based designation of the respective project, tender, RfI, RfP, project number, data room, or a comparable process. Such a designation may be made, in particular, in an invitation, a project recall, an E-mail, an appendix, a data room activation, or a tender document
- 1.3 **Limitation of Purpose:** The recipient may use confidential information exclusively for the review, preparation, execution, and documentation of the specifically designated individual project. Use for other projects, solicitations, proposals, customers, products, services, competitive analyses, or other purposes is permitted only with the prior express written consent of the disclosing party.
- 1.4 **No Automatic Extension:** The inclusion of a specific project in this Agreement does not constitute authorisation to use confidential information in other specific projects, even if these are similar in terms of subject matter, technical aspects, economic considerations or organisational structure.

2. Subject and scope of confidentiality

- 2.1 The subject matter of this confidentiality agreement, irrespective of its embodiment (in particular whether it be in writing, orally, electronically), is all financial, technical, economic, legal, tax, business, employee or board of director/management or other information relating to the respective party or company affiliated with it, which is made accessible or comes to the knowledge of the respective other party, irrespective of the manner in which this is done (hereinafter referred to as "confidential information"). Confidential information includes in particular
 - (1) trade secrets within the meaning of section 2 (1) GeschGehG;
 - (2) Information that represents know-how relevant to competition;
 - (3) Information subject to banking secrecy or data protection;
 - (4) Information which is marked as confidential.
- 2.2 The parties shall treat the confidential information confidentially, shall not pass it on to third parties except in cases of Section 2 below, and shall secure it against unauthorised access. They shall use confidential information only for the specific purpose set out in

Section 1.2 of the Preamble. In addition, this information may not be recorded or stored, reproduced, passed on nor used or exploited in any other way for own purposes.

- 2.3 This confidentiality agreement does not apply to information,
- (1) which was already common knowledge at the time of the conclusion of the contract or which became common knowledge afterwards without breach of the obligations contained in this contract;
 - (2) which was already known to the receiving party at the time it came to its knowledge and does not originate directly or indirectly from the other party.
 - (3) which the receiving party has lawfully received or is receiving from a third party and which is not subject to a duty of confidentiality;
- 2.4 The parties are prohibited from disclosing trade secrets by means of observation, testing, examination, and dismantling and reassembly (so-called "reverse engineering" within the meaning of section 3 (2) GeschGehG) with the aim of obtaining confidential information.
- 2.5 The transmission of confidential information does not imply the granting of a licence or other intellectual property rights without an express agreement to the contrary.

3. Disclosure of confidential information

- 3.1 Subject to the provision in the following paragraphs, a party shall only disclose or make available to third parties confidential information with the consent of the other party. Before confidential information is made known or accessible to a third party, the party who wishes to make confidential information known or accessible to the third party (hereinafter referred to as the "disclosing party") shall obtain a written undertaking from the third party that it will comply with the obligations entered into by it under this confidentiality agreement vis-à-vis the respective other party (genuine contract for the benefit of third parties, § 328 BGB). The parties will provide evidence of this to each other on request. Third parties are also companies affiliated with a party pursuant to section 15 of the German Stock Corporation Act (AktG) (hereinafter referred to as "affiliated company").
- 3.2 Notwithstanding the consent requirement in the preceding paragraph, a party may disclose confidential information or make it available to a third party even without the consent of the other party, insofar as this is necessary to achieve the specific purpose set forth in Section 1.2 of the Preamble. Disclosure is to be reduced to the minimum necessary to third parties (need-to-know). Upon request, the disclosing party shall inform the other party of the affiliated companies to which it has disclosed or made available confidential information and make clear what confidential information this relates to.
- 3.3 The parties shall be liable for compliance with and for the consequences of any breach of their obligations under this agreement by any third party to whom confidential information has been made known or accessible by the respective party, whether this was with or without authorisation.
- 3.4 All third parties as well as employees and external consultants of the parties who receive confidential information for the provision of services must have undertaken - where applicable, under an employment contract - to treat this information as confidential and to use it exclusively for the purpose of the contract. The parties shall be liable to the other

party for compliance with the obligations assumed by them under this agreement as well as for compliance by vicarious agents.

- 3.5 The parties may disclose confidential information of the other party if required by law or by orders of governmental bodies or if the other party has consented thereto. To the extent permitted by law, a party shall notify the other party without undue delay whenever an authority makes a request for confidential information of the other party or subjects it to other governmental measures. In addition, the disclosing party shall mark the confidential information, where applicable, as trade secrets and shall endeavour to ensure that the measures set out in sections 16 et seq. GeschGehG are made use of.

4. Return and destruction of confidential information

- 4.1 Upon completion of the specific purpose stated in Section 1.2 of the preamble or upon request, which may be made at any time, the respective party shall immediately hand over to the other party all remaining confidential information received from the other party and shall assure the complete fulfilment of this obligation in writing. The party has no right of retention in this respect. In the case of information stored electronically on rewritable storage media, the party may, in agreement with the other party, delete the information instead of handing it over. Deletion must be carried out in such a way that the information cannot be recovered. The obligation to delete shall not affect such copies of computer files containing confidential information that one party has stored as part of its automatic archiving or data backup procedures. If a party is legally obliged to keep records, it may also keep a copy of the required documents exclusively for this purpose.
- 4.2 After expiry of the legal retention period, the party must destroy the copy in accordance with applicable data protection rules. Notwithstanding the period regulated in Section 5, the obligations under this confidentiality agreement shall continue to apply with regard to confidential information not returned or not deleted for the above-mentioned reasons until its final destruction.

5. Term; Continuation

- 5.1 The agreement begins with the last signature and shall be concluded for an indefinite period. Each party may terminate this agreement in writing with three months' notice to the end of the month. The right to termination without notice remains unaffected.
- 5.2 The duties of confidentiality shall continue to apply for a period of five years after the termination of the relevant specific purpose, unless the confidential information is subject to banking secrecy or data protection. Confidential information that is subject to banking secrecy or data protection must be treated as confidential for an unlimited period of time.

6. Written form

No oral ancillary agreements to this agreement exist. Changes require the written form in the sense of § 126 BGB. The written form requirement shall also apply to this clause and to any waiver of this form requirement. § 127 (2) and (3) BGB are waived.

7. Severability clause

Should a provision of this agreement or a provision subsequently incorporated into it be or become void in whole or in part, or should a lacuna be found in this agreement or its supplements, this shall not affect the validity of the remaining provisions. The parties are aware of the case law of the Federal Court of Justice according to which a severability clause merely reverses the burden of proof. It is the express intention of the parties to maintain the validity of the remaining contractual provisions under all circumstances and thus to waive § 139 BGB altogether. In place of the void provision or in order to fill the lacuna, a valid and enforceable provision shall be agreed which comes closest in legal and economic terms to what the parties intended or would have intended according to the meaning and purpose of the agreement and any subsequent amendments thereto if they had considered this point when concluding the contract. If the invalidity of a provision is based on a measure of performance or time (period or date) specified therein, the provision shall be reconciled with a legally permissible measure as close as possible to the original measure.

8. Choice of law and place of jurisdiction

- 8.1 This confidentiality agreement is subject to the law of the Federal Republic of Germany.
- 8.2 Place of jurisdiction shall be Frankfurt am Main.