

Non – Disclosure Agreement for Suppliers

between

F. REYHER Nchfg. GmbH & Co. KG
Haferweg 1
22769 Hamburg

hereinafter referred to as “REYHER“

and

hereinafter referred to as “SUPPLIER“

collectively referred to as “the PARTIES“

Preamble

The PARTIES intend to enter into future cooperation regarding the supply and manufacture of the products and services commissioned by REYHER.

This cooperation involves the interest that certain information will be made available by REYHER to the SUPPLIER, which is to be regarded as strictly confidential. In order to ensure the protection of such strictly confidential information, the PARTIES hereby enter into this Non-Disclosure Agreement and agree to the following provisions.

1. Purpose and Subject Matter of the Agreement

- 1.1 REYHER intends to procure fastening elements and fastening technology from the SUPPLIER, in particular specific drawing parts and custom-made products in accordance with technical specifications, as well as other products and/or services.
- 1.2 For this purpose, confidential information will be disclosed to the SUPPLIER, the protection of which is of considerable economic importance to REYHER and its clients.
- 1.3 This Non-Disclosure Agreement governs the use and protection of confidential information, including the meaning of the German Trade Secrets Act (Geschäftsgeheimnisgesetz – GeschGehG).

2. Definitions – Confidential Information

- 2.1 **Confidential Information** are all information, documents and data, irrespective of their nature, method of transmission and/or storage, including, but not limited to:
 - (a) technical drawings, CAD data, models, specifications, samples and prototypes,
 - (b) specific requirements in the form of functional and/or technical specifications,
 - (c) materials, manufacturing, testing and quality specifications,

- (d) customer information,
- (e) production volumes, forecasts and call-off data,
- (f) processes, strategies, market and competition-related information,
- (g) all findings and conclusions derived from the information made available.

2.2 Trade secrets within the meaning of Section 2 No. 1 of the German Trade Secrets Act (Geschäftsgeheimnisgesetz – GeschGehG) are expressly included.

3. Confidentiality Obligations

- 3.1 The SUPPLIER undertakes to keep all Confidential Information strictly confidential and not to make it accessible to any third party.
- 3.2 Affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (Aktengesetz – AktG) shall not be deemed as third parties.
- 3.3 Disclosure within the organization, to the management, executives, partners, members or employees, as well as to third parties, shall be permissible exclusively and only to the extent that such persons:
 - (a) strictly require the Confidential Information for the performance of the contract and the provision of services,
 - (b) have previously been bound in writing to confidentiality obligations at least equivalent to those in this Agreement.
- 3.4 The SUPPLIER undertakes to implement and maintain appropriate technical and organizational protective measures within the meaning of Section 2 No. 1 lit. b of the German Trade Secrets Act (Geschäftsgeheimnisgesetz – GeschGehG).

4. Purpose Limitation, Prohibition of Exploitation and Use

- 4.1 The use of the Confidential Information by the SUPPLIER shall be permitted exclusively for the purpose of initiating, performing and handling the business relationship with REYHER.
- 4.2 Any use beyond the aforementioned purpose shall be prohibited, even if such use appears economically, technically or legally obvious.
- 4.3 The SUPPLIER is expressly prohibited, irrespective of the nature, timing, or degree of modification, from using the Confidential Information, in whole or in part:
 - (a) for its own economic exploitation, including, but not limited to:
 - (i) the manufacture, imitation, or further development of specific parts or drawing parts,
 - (ii) the offering, advertising, distribution or other placing on the market of such products,
 - (iii) the direct or indirect use within its own or any third parties business operations;
 - (b) for or for the benefit of third parties, including, but not limited to, by means of:
 - (i) the direct or indirect supply of third parties,
 - (ii) the disclosure to affiliated companies, sub-suppliers or other third Parties,
 - (iii) the support, consultation, or participation in third-party projects;
 - (c) for the development of its own or third-party products, processes, or solutions, even if such products, processes or solutions are not identical but merely functionally, technically or economically comparable.
- 4.4 The prohibition of exploitation and use shall expressly also extend to products, components, processes, or solutions which:
 - (a) are based on the Confidential information,
 - (b) have been derived therefrom,
 - (c) have been developed using the Confidential Information, even if such products, components, processes, or solutions have been modified, further developed or are not entirely identical to the original Confidential Information in every individual respect.
- 4.5 Any circumvention of the prohibition of exploitation by means of minor technical, design-related or economic deviations shall be excluded.

- 4.6 The prohibition of exploitation and use shall apply irrespective of whether a contract is concluded and shall continue beyond the duration of the business relationship, regardless of the legal grounds upon which the termination of the business relationship occurs.
- 4.7 The disclosure of Confidential Information shall not grant the SUPPLIER any rights of use, license or exploitation, whether expressly or implicitly. All rights shall remain exclusively and unrestrictedly with REYHER.
- 4.8 Reverse engineering pursuant to Section 3 para. 1 no. 2 of the German Trade Secrets Act (Geschäftsgeheimnisgesetz – GeschGehG) shall not be permitted.

5. Return, Deletion and Destruction Obligations

- 5.1 Upon first written request by REYHER, the SUPPLIER shall return to REYHER or completely destroy all Confidential Information provided or made accessible to it, unless statutory or regulatory provisions prevent such return or destruction.
- 5.2 This obligation shall include all Confidential Information and information carriers, including, but not limited to:
 - (a) written documents,
 - (b) drawings, plans, specifications, samples, and tools,
 - (c) electronic data carriers,
 - (d) internal records, notes, and analyses, as well as,
 - (e) all copies, reproductions, or extracts thereof.
- 5.3 The destruction of the Confidential Information shall be carried out completely, irretrievably, and in accordance with applicable statutory provisions.
- 5.4 The SUPPLIER shall be obligated to provide REYHER, without undue delay, with appropriate written evidence of the complete destruction and deletion, indicating the nature, scope and date of the destruction measures undertaken.
- 5.5 The return and destruction obligations pursuant to clause 5 of this Non-Disclosure Agreement shall expressly also extend to:
 - (a) electronic data inventories,
 - (b) backup copies,
 - (c) mirrored systems, caches and archive systems,
 - (d) other automated or manual data backups.
- 5.6 The confidentiality and exploitation prohibitions pursuant to this Non-Disclosure Agreement shall remain unaffected irrespective of the possession of Confidential Information.
- 5.7 The SUPPLIER shall bear the burden of presentation and proof that it has fully and properly complied with all obligations regarding return, deletion, and exploitation.

6. Exceptions

- 6.1 The confidentiality obligations pursuant to this Non-Disclosure Agreement shall not apply to such information and confidential items which:
 - (a) were lawfully known to the SUPPLIER prior to disclosure,
 - (b) were disclosed pursuant to mandatory statutory provisions, without restriction regarding confidentiality or use,
 - (c) were known and/or generally publicly accessible prior to disclosure.

7. Contractual Penalty and Damages

- 7.1 If the SUPPLIER intentionally or through gross negligence breaches any obligation under this Non-Disclosure Agreement, it shall be obligated to pay REYHER an appropriate contractual penalty.
- 7.2 For individual culpable breach of an obligation under this Non-Disclosure Agreement pursuant to Clause 7.1, the SUPPLIER shall be obliged to pay a contractual penalty in the amount of 5.000 EUR. Multiple independent breaches shall each give rise to a separate contractual penalty. The aggregate amount of contractual penalties incurred under this Non-Disclosure Agreement shall be limited to 10.000 EUR p.a.
- 7.3 The assertion of further statutory claims for damages shall remain unaffected by the contractual penalty provision. Any contractual penalty already incurred and paid shall be

credited against any claim for damages insofar as such claim is based on the same breach of contract.

- 7.4 REYHER shall remain entitled to assert claims for injunctive relief where the statutory requirements are met. This shall include, in particular, the right to seek urgent judicial relief, including by way of a preliminary injunction or other interim relief proceedings.
- 7.5 The foregoing provisions shall continue to apply after termination of the contractual relationship, irrespective of the legal grounds for such termination, for as long and to the extent that the underlying confidentiality obligations continue to exist.

8. Term and Validity

- 8.1 This Non-Disclosure Agreement shall enter into force upon signature by both PARTIES and shall remain valid for an indefinite period of time.
- 8.2 Accordingly, the provisions of this Confidentiality Agreement shall apply for an unlimited period of time, but in any event for at least 10 years following termination of the business relationship, irrespective of the legal grounds for such termination.

9. Governing Law and Place of Jurisdiction

- 9.1 This Non-Disclosure Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 9.2 To the extent legally permissible, the place of jurisdiction for all disputes arising out of or in connection with this Confidentiality Agreement shall be Hamburg.
- 9.3 Recourse to arbitration proceedings shall be excluded.

10. Final Provisions

- 10.1 Any amendments or supplements to this Confidentiality Agreement shall require written form. This shall also apply to any amendment or waiver of this written form requirement.
- 10.2 Should any individual provisions of this Confidentiality Agreement be or become void, invalid or unenforceable for any legal reason, the validity of the remaining provisions of this Confidentiality Agreement shall remain unaffected thereby.
- 10.3 Both parties agree to replace such provision with a legally valid provision which most closely reflects the economic purpose of the original provision.

F. REYHER Nchfg. GmbH & Co. KG	Supplier
Name:	Name:
Position:	Position:
Place / Date:	Place / Date:
Signature:	Signature: