

Confidentiality Agreement

between

- hereinafter referred to as the “**Partner**” –

and

Winning Plastics – Diepersdorf GmbH | Industriestraße 22 | 91227 Leinburg | Germany

including all companies of the Group

- hereinafter referred to as “**Winning Plastics – Diepersdorf GmbH**” –

1. Winning Plastics – Diepersdorf GmbH intends to provide the Partner with confidential information, documents, drawings, plans, parts, etc., with regard to all projects that may have to be produced by the Partner.
2. The Partner hereby undertakes to treat as strictly confidential all oral, written or other information, documents, drawings, plans, parts, etc., which it directly or indirectly obtains in the course of all projects of Winning Plastics – Diepersdorf GmbH or customers of Winning Plastics – Diepersdorf GmbH. This applies in particular to all personal and other data within the meaning of the EU General Data Protection Regulation (GDPR) of which the Partner obtains knowledge, even accidentally. In particular, the Partner assures Winning Plastics – Diepersdorf GmbH that it will not pass on such information, documents, drawings, plans, parts, etc., to third parties, nor make these accessible to third parties in any other form, and will take all reasonable precautions to prevent third parties from accessing such information, documents, drawings, plans, parts, etc. Third parties do not include affiliated companies of the parties (within the meaning of § 15 of the German Stock Corporation Act [Aktiengesetz]).

If and insofar as information as described above must be brought to the attention of the Partner’s sub-contractors by the Partner for reasons relating to the project that is the subject of the contract in the individual case, the Partner will inform Winning Plastics – Diepersdorf GmbH of this before the information is handed over, and will only hand over the information after the written consent of Winning Plastics – Diepersdorf GmbH has been obtained. In this case, the Partner will gain a written undertaking from the third party to maintain confidentiality in the same way as the Partner is committed to Winning Plastics – Diepersdorf GmbH on the basis of this Agreement.

The Partner will provide evidence of the confidentiality obligation with regard to Winning Plastics – Diepersdorf GmbH on first request and will assign the claims against the third party to Winning Plastics – Diepersdorf GmbH in the case of violation of the confidentiality obligation.

3. "Information" within the meaning of point 2 above shall refer to all "information" within the meaning of § 2 I No. 1 of the German Trade Secrets Act (Geschäftsgeheimnisgesetz), but in particular:
- expertise as well as findings achieved or used within the projects;
 - the description of the projects (process, production, etc.);
 - the envisaged timetables, objectives and ideas for the implementation of the projects;
 - other information, not publicly available, obtained by the Partner in the course of the projects through Winning Plastics – Diepersdorf GmbH.

The confidentiality obligation extends to all employees and agents of the Partner, irrespective of the type and legal form of employment. The Partner undertakes to make the aforementioned group of persons aware of the confidentiality obligation and to impose appropriate confidentiality obligations upon them. The Partner will endeavor to keep the group of employees falling under the duty of confidentiality as small as possible.

In all other respects, the Partner is liable for the complete fulfillment of the confidentiality obligations towards Winning Plastics – Diepersdorf GmbH by its employees and agents, in particular with regard to personal and other data within the meaning of GDPR.

4. The confidentiality obligation does not apply to such information and documents that are demonstrably common knowledge or become common knowledge through no fault of the Partner. The burden of proof in this regard rests with the Partner.
5. The Partner cannot derive any rights of licensing, reproduction, usage or other rights from this Agreement and from the receipt of technical information – regardless of whether property rights exist in this case or not.
6. If information, documents or parts containing patentable inventions are handed over within the scope of the joint projects, Winning Plastics – Diepersdorf GmbH reserves all rights to these, in particular copyrights and the right to apply for industrial property rights (e.g. patent or utility model application).
7. The Partner shall immediately return received documents, drawings, plans, parts, etc., upon request and shall not retain any copies.
8. The Partner is aware that:
- the violation of business and trade secrets may be punishable under § 23 of the German Trade Secrets Act (Gesetz zum Schutz von Geschäftsgeheimnissen) and may be punished with a prison sentence of up to three years;
 - any person who violates business and trade secrets may also be obliged to compensate for the resulting damage.

Furthermore, the Partner is aware that the reverse engineering of the information that has come to the knowledge of the Partner, i.e. the observation, examination, dismantling or testing of a product or object, is impermissible due to the existence of this Confidentiality Agreement in accordance with § 3 I No. 2 b of the German Trade Secrets Act.

9. For each case of intentional or grossly negligent violation of the obligation to maintain confidentiality, the Partner undertakes to pay a contractual penalty of €10,000.00 to Winning Plastics – Diepersdorf GmbH, while at the same time waiving any plea of continuation, but not exceeding €30,000.00. Winning Plastics – Diepersdorf GmbH reserves the right to claim greater damages in individual cases at any time. Any contractual penalties paid shall be set off against the greater amount of damages actually claimed.
10. This Agreement is subject to the laws of the Federal Republic of Germany. The place of jurisdiction shall be Nuremberg.
11. Communication between the individual suppliers on a project is very important and is also desired by Winning Plastics – Diepersdorf GmbH. This communication is also subject to points 1–10.
12. Should individual provisions of this Confidentiality Agreement be or become ineffective, the validity of the remaining provisions shall remain unaffected by this. An ineffective provision will be replaced by a valid provision, if necessary to be determined by supplementary interpretation of the Agreement, which is as close as possible to the legal and economic objectives of the ineffective provision.

Diepersdorf, on

Place, date

Winning Plastics – Diepersdorf GmbH
Company stamp, signature

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Company stamp, signature