

CONFIDENTIALITY OBLIGATION

I. Object

The parties intend to provide and exchange confidential information in the context of future cooperation. For this reason, the parties undertake to maintain confidentiality in accordance with the following provisions.

II. Confidentiality

1. The parties hereby undertake to keep confidential all information (e.g. documents, copies, files, samples, materials, tools or other information, including all business transactions of the parties, which are made available to them by another party at any time during the cooperation or which become known to them in any other way during their cooperation with the other party, regardless of how they have obtained it or how it has become known to them (hereinafter referred to as "**Confidential Information**"), **in** full secrecy, exclusively for the purpose of this Agreement and not to disclose it in whole or in part to third parties or to put third parties in any way in a position to gain possession of the Confidential Information.
2. The parties are entitled to disclose Confidential Information to their personnel and the personnel of affiliated companies. However, such disclosure shall be limited to that which is directly necessary for the purpose of this Agreement. The parties shall impose confidentiality obligations on personnel handling Confidential Information consistent with those of this Agreement. If the Confidential Information is not worked with directly, it must be kept under lock and key - separately from (confidential) information of third parties.
3. Confidential Information may also be disclosed to third parties (e.g. subcontractors) in order to achieve the purpose of the contract, provided that the other party gives its prior written consent. In the event of disclosure of Confidential Information, the disclosing party shall impose its confidentiality obligations in writing on the persons or companies to whom confidential information or services from this contract are entrusted by the contracting parties. The transfer of the confidentiality obligation from the disclosing party to the third party shall constitute a genuine contract in favor of the other party. The disclosing party shall also be jointly and severally liable for the third party's compliance with this confidentiality agreement.
4. T h e only exceptions to the above obligations are information that
 - a) are or become publicly accessible without any action on the part of the receiving party,
 - b) were already known to the receiving party before they were made available,
 - c) made available to the receiving party by third parties without knowledge of a breach of a confidentiality obligation by the third party,
 - d) Developed by the receiving party completely independently of Confidential Information, or

- e) Must be disclosed by the receiving party in a judicial and/or administrative proceeding. If a party is required to disclose information as a result of legal and/or administrative proceedings, that party shall be obliged to inform the other party of this obligation immediately in writing by e-mail or fax and to assist that party at its request to protect the Confidential Information as far as possible or to have it protected by the courts.

The receiving party bears the burden of proof for the above exceptions.

- 5. The parties undertake to work together with due diligence to achieve the objective intended by this agreement. The parties shall not make any representations to the other party regarding the accuracy, completeness and/or usability of the disclosed Confidential Information and shall not assume any warranty or guarantee in this respect.
- 6. During the term of this agreement, the parties are not permitted to analyze or reverse engineer the composition of samples, materials, machines or other equipment provided without the prior written consent of the other party.
- 7. All declarations and other notifications under this agreement shall be made in writing or by e-mail, post or courier service to the following address

Easy2Parts:

Ulrichsbergerstrasse 17
94469 Deggendorf

or to such persons or addresses that a party notifies in writing in the future.

- 8. The public announcement of the existence of this agreement, the cooperation, any cooperation, company formation or participation based on it or the talks and negotiations about it or any other disclosure to third parties is only permitted with the prior written consent of the other party.

III. Sanctions for breach of confidentiality

- 1. If the parties breach their confidentiality obligation in whole or in part, they are obliged to compensate each other for the resulting damage (including the costs of legal action).
- 2. Both parties are aware that a breach of the confidentiality agreement may constitute a criminal offense punishable by a prison sentence of up to 5 years (§§ 17, 18 UWG) and/or damages (§ 19 UWG).

IV. Reservation of all rights

Both parties reserve all rights of any kind, including all copyrights and rights of use and the right to register trademark rights or other industrial property rights of any kind, to the Confidential Information and related documents provided on the basis of this agreement. No rights of ownership, license or other rights in favor of the other party or other third parties are granted by this agreement or the transfer of Confidential Information or documents. A separate written agreement is required for the acquisition of corresponding rights.

V. Term, termination

1. This agreement shall enter into force at the time of its confirmation by registration on the Easy2Parts platform. The term of this non-disclosure agreement shall be the duration of use of the Easy2Parts platform. The rights and obligations arising from this agreement shall remain in full force and effect for a period of five (5) years after deletion of the account.
2. Each party may at any time, at its own discretion, demand the immediate return or destruction of all Confidential Information provided by the other party and a confirmation to this effect. If a return is requested, this must be sent by registered mail. A right of retention is excluded.
3. Mandatory statutory retention obligations and the general restoration of electronically transmitted data (so-called back-ups) shall remain unaffected by the aforementioned return or deletion obligations. The parties must ensure that this information is archived and used exclusively for the aforementioned purposes for an unlimited period of time for the duration of archiving.

VI. Final provisions

1. There are no ancillary agreements with regard to the subject matter of this agreement. All amendments and additions to this agreement must be made in writing. This also applies to the waiver of the written form requirement. This Agreement shall apply in lieu of and notwithstanding any specific references or statements in the Confidential Information provided or to be provided; the obligations of the parties shall be governed exclusively by the terms and conditions set forth in this Agreement.
2. If any provision of this agreement is or becomes void or invalid in whole or in part, the validity of the remaining provisions shall remain fully unaffected. The parties to this agreement hereby undertake to replace any void or invalid provision as closely as possible, taking into account the purpose of this agreement and the mutual economic interests.
3. The Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes arising in connection with this contract or its validity shall be settled in accordance with the Arbitration Rules of the German Institution of Arbitration.

Schiedsgerichtsbarkeit e.V. (DIS) to the exclusion of recourse to the ordinary courts of law. The place of arbitration shall be Deggendorf. The number of arbitrators shall be one (1). The language of the arbitration proceedings shall be German.