

Non-disclosure agreement

between

much. GmbH
Marcel-Breuer-Str. 17
80807 München

and

–Consultant–

–Client–

(Consultant and Client hereinafter individually also "Party" or jointly "Parties")

Preamble

The Client intends to engage the Consultant for various consulting and implementation services, including in the areas of IT strategy, IT systems, IT architecture, processes and ERP. To this end, the Parties agree that each Party (in this capacity the "Recipient") to which Confidential Information (as defined below) is disclosed or made available by the other Party (in this capacity the "Disclosing Party") shall treat it confidentially in accordance with the following provisions.

1. Confidential information

"Confidential Information" means, in addition to documents expressly designated as confidential, all information which is not publicly available, in particular client data, such information relating to the current or planned business activities, structuring concepts, existing contractual documents, documentation, strategies, organisation, financial circumstances, products and services, technical and other processes, as well as business and cooperation partners of the Parties, in particular such information which relates to know-how, inventions, pricing policy, regulatory environment, data processing systems used, data processing architecture as well as distribution and which is related to the Potential Transaction. This also includes all analyses, compilations, studies, reports and similar documents prepared on the basis of or for the purpose of exploring the aforementioned information, as long as any of this information is identifiable as such in them or can be inferred from them.

"Confidential information", however, is not:

1. Information that was in the public domain at the time it was communicated to the recipient;
2. Information that became public after it was communicated to the recipient, but not as a result of any act or omission by the recipient;
3. Information disclosed to the recipient by a third party who was authorised to do so without breaching a confidentiality obligation;
4. information which (prior to its communication) was known to the recipient or independently ascertained by the recipient;
5. information required to be disclosed by the Recipient by law or by regulatory direction or in compliance with other governmental orders or requests of courts and other authorities or equivalent bodies. To the extent that the Recipient receives such a request or enquiry, the Recipient shall, to the extent permitted by law, notify the Disclosing Party, disclose information only to the extent necessary and, at the Disclosing Party's request, reasonably assist the Disclosing Party in its appeal of the regulatory directive or other governmental order or request of courts and other authorities, subject to reimbursement of costs.

2. Duty of confidentiality

2.1 The Recipient shall treat the Confidential Information and - unless otherwise agreed in writing - also this Confidentiality Agreement as well as the Potential Transactions as strictly confidential, keep them secret irrespective of the conclusion or non-conclusion of the Potential Transactions and, in particular, also beyond the end of the cooperation and protect them from being disclosed to third parties - including affiliated companies. This shall apply as long as the information continues to be Confidential Information. Insofar as Confidential Information is subject to banking secrecy and / or statutory data protection, each party shall observe the resulting legal requirements.

2.2 The Recipient agrees not to use the Confidential Information for any purpose other than the Permitted Purpose set out in the preamble to this Agreement, unless the Disclosing Party has given its prior written consent.

2.3 The Recipient may disclose or make available the Confidential Information to employees to the extent that:

1. this is necessary for the fulfillment of their tasks within the scope of the permissible purpose and
2. they have been informed of this confidentiality obligation.

2.4 The Recipient may disclose or make available the Confidential Information to professional advisors to the extent:

1. this is necessary for the performance of their duties, and
2. they are subject to a professional duty of confidentiality, have been informed of the confidentiality obligation pursuant to this Agreement or undertake in favour of the Notifying Party to also comply with these confidentiality obligations.

2.5 Confidential Information may be disclosed to third parties with the prior written consent of the Disclosing Party, provided that the Recipient notifies the respective third parties of their confidentiality obligations under this Agreement and the third parties agree in favour of the Disclosing Party to also comply with such confidentiality obligations.

3. Treatment of confidential information

3.1 No licence or usage rights are granted by this agreement. No warranty for the Confidential Information provided, in particular for completeness and accuracy, is created by this Agreement.

3.2 Upon written request by the Disclosing Party, the Recipient shall promptly return, destroy to the extent practical and technically feasible, or delete all embodied Confidential Information, regardless of whether it is in the form of computer recordings, including emails, audio tapes, video cassettes, CD-ROMs or other media, unless the Recipient is legally obligated to retain it for the duration of such retention obligation. A right of retention is excluded.

4. Duration

The obligations under this Agreement shall become effective upon signature and shall apply for a period of two years with respect to Confidential Information. However, for Confidential Information relating to Client Data or subject to banking secrecy and/or statutory data protection, they shall apply without time limit.

5. Written form

Amendments and supplements to this agreement must be made in writing. The same applies to the waiver of the written form requirement. The requirement for the written form can also be met by fax or by sending PDF files by e-mail.

6. Law and place of jurisdiction

This agreement is subject to German law, place of jurisdiction is Munich.

7. No further obligations, no guarantee for the accuracy of information

This confidentiality agreement does not establish any further obligations of the parties, in particular the parties are not obliged on the basis of this agreement to continue negotiations on the cooperation or to conclude agreements for the implementation of such cooperation. Obligations of the parties arising from other legal grounds shall remain unaffected by this agreement. Each party is obliged to provide the information correctly and completely to the best of its knowledge and belief, but neither party guarantees its accuracy on the basis of this agreement.

8. Severability clause

Should individual provisions of this agreement be or become invalid or unenforceable or should an unintended loophole be found, this shall not affect the validity of the remaining provisions. Such a provision shall be replaced by a legally valid provision which the contracting parties would have agreed upon taking due account of their legal interests as well as the meaning and purpose of the agreement.

City: Munich

City: _____

Date: _____

Date: _____

Consultant

Client