

Confidentiality Agreement

between

Helaba Landesbank Hessen-Thüringen
MAIN TOWER
Neue Mainzer Str. 52-58
60311 Frankfurt/M.
(henceforth referred to as „HELABA“)

and

_____ (Company)

_____ (Street)

_____ (Postcode/City)

(henceforth referred to as „supplier“)

Confidentiality Agreement

Confidential information in the sense of this agreement is:

- All oral and written information and materials which the supplier receives directly or indirectly from Helaba for the submission of the tender, and, in the event of commissioning, for the execution of the project, and which has been marked as confidential, or whose confidentiality results from its topic matter or any other circumstances.
- The commissioned services and any other work results

The supplier is obliged to treat strictly confidentially all information he has received directly or indirectly, and not to share this information with any third party without Helaba's written consent, nor to exploit or utilise it.

The supplier shall take all necessary precautions to ensure confidentiality.

Confidential information shall only be passed on to employees or other third parties who depend on it by virtue of their jobs. The supplier ensures that any staff used also sign the confidentiality agreement.

Business or trade secrets, if shared or otherwise made accessible, class among confidential information as well as such information which is subject to data protection, which represents competition-related knowhow, or which has been marked as confidential.

Confidential information may only be utilised for the submission of the tender and, in the event of commissioning, for the execution of the project. Apart from these uses, they may not be recorded or stored, copied, passed on, or used or exploited in any other way for the supplier's own purposes.

The supplier shall hand over all work results as well as all confidential information obtained from or communicated to him by Helaba immediately after the conclusion of tendering or the completion of the project, respectively, or upon any other possible request from Helaba.

The supplier shall have no right to retention. In the case of information stored on rewritable storage devices, the deletion of the information shall suffice, provided that the deletion happens in such a way that restoring the data is not possible. Insofar as the supplier is obliged by law to retain information, he shall be permitted to keep a copy of the required documents for this purpose. Upon the expiry of the statutory period of retention, the supplier shall have to destroy the copy immediately, in line with data protection.

Confidentiality must also be observed with email communication in that the parties protect such confidential information and personal data which is meant to be communicated by email against access and manipulation by unauthorised third parties. In this regard, the parties may coordinate corresponding technical measures, such as coding or signature processes.

The types of information specified below shall be exempt from this confidentiality agreement.

Information,

- which is publicly accessible, was already known to the partners, or which was published by the transferring partner at a later point,
- which the other party has obtained or obtains lawfully from such third parties who with regard to this have no obligation to secrecy vis-a-vis the respective other party,
- which was already widely known at the conclusion of the contract, or which became known publicly afterwards without any violation of the provisions of this contract, or
- which is already known to the one party at the time of transfer by the respective other party, and which neither directly nor indirectly come from the respective other party

This shall not affect the right to assert claims for damage.

Closing agreement

The obligation to absolute confidentiality shall exist forth even after the end of the collaboration. Any changes or additions to this agreement must be made in written form. The agreement is subject to German law. The place of jurisdiction is Frankfurt.

Supplier

Place, date

Signature(s)

Function/signature(s) in block capitals