Atlas Weyhausen GmbH

Confidentiality Agreement
_____ (hereinafter referred to as the "Supplier")
in favor of
Atlas Weyhausen GmbH, Visbeker Straße 35, 27793 Wildeshausen, Germany, (hereinafter referred to as "Atlas")

The Supplier,

_____ ,

has expressed an interest in entering into discussions with Atlas about the possible delivery of components for Atlas products. For Atlas, the prerequisite for the commencement of such discussions is that these discussions and their content as well as the information given by Atlas to the Supplier – of whatever nature – remain confidential. The Supplier therefore warrants the following:

1. We shall maintain confidentiality vis-à-vis third parties about the fact that we are discussing potential future cooperation with Atlas.

2. The information and documents, including samples and models, made available to the Supplier by Atlas or, at Atlas's request, by consultants engaged by Atlas – whether verbally or in writing – are also considered strictly confidential. Information and documents that are not considered confidential include such information and documents that:

   a) are already publicly known or become publicly known during the discussions and negotiations without the Supplier, the Supplier's employees or consultants being responsible for this; and

   b) are already known to the Supplier or become known during discussions with Atlas without violating a confidentiality agreement of any legal or regulatory authority. If any information and documents provided by Atlas to the Supplier are already known or become known to the Supplier, the Supplier shall promptly notify Atlas thereof in writing.

   The Supplier shall disclose the information and documents provided to the Supplier for the sole purpose of reviewing and discussing any future supply relationship with Atlas and shall only disclose such information and documents to those employees within the Supplier's own company or to any consultants who are professionally obliged to confidentiality and who engage in such review process. The Supplier shall not use the information and documents provided to the Supplier for any other purposes, including for the Supplier's own purposes, in particular for non-competition purposes, and shall not pass such information or documents on to third parties nor make them publicly known. The Supplier guarantees that this obligation is also ob-

served by the employees and consultants engaged by the Supplier.

The confidential information and documents stipulated under this declaration remain the sole property of Atlas.

In the event that the discussions between the Supplier and Atlas do not lead to the conclusion of a supply contract, the Supplier shall return to Atlas all written information and documents made available to the Supplier and any copies made thereof, destroy any records or prepared documents made on the basis of the information and documents provided to the Supplier and permanently delete electronically stored data and information. The Supplier's obligation to keep confidential the information and documents provided to the Supplier shall not be affected by the fruitless termination of the discussions between the Supplier and Atlas or by the return or destruction of written information and documents or by the deletion of comparable information and/or data.

3. The Supplier warrants that this Confidentiality Agreement will also be observed by the employees and consultants engaged by the Supplier and that they are likewise obliged to maintain confidentiality.

4. Data Protection Obligation

4.1 The Supplier shall observe the provisions of the Federal Data Protection Act and the EU General Data Protection Regulation.

4.2 If the Supplier collects, processes or uses personal data from Atlas in the provision of the Supplier's services ("Order Data Processing"), the Supplier shall, at the request of Atlas, conclude an agreement on data protection and data security in the Supplier's contractual relationships pursuant to Art. 28 (3) of the EU General Data Protection Ordinance (GDPR).

4.3 The Supplier shall collect, process and disclose personal data exclusively for the purpose of fulfilling this Agreement.

4.4 To the extent that the Supplier transmits this data to countries other than Member States of the European Union or a signatory state to the agreement on the European Economic Area, the Supplier shall conclude agreements necessary to maintain an adequate level of data protection at Atlas. Insofar as the Supplier uses subcontractors for this purpose, the Supplier shall ensure, at Atlas's request, that these subcontractors conclude corresponding agreements with Atlas.

4.5 The Supplier shall ensure that the persons employed by the Supplier for the provision of the Supplier's services are trained in data protection law and are obliged to observe data confidentiality during and after their work.

4.6 The data protection officer of Atlas must be provided the required information and documentation upon request.

5. In the event that the Supplier or one of the Supplier's employees or consultants intentionally or negligently violates the obligations under this Confidentiality Agreement, the Supplier shall pay Atlas a contractual penalty for each violation, the amount of

which shall be determined by Atlas at Atlas's reasonable discretion and which can be reviewed, upon request by the Supplier, by the competent court for the appropriateness of said contractual penalty.

6. In the event of an on-going, intentional or negligent breach of duty under this Confidentiality Agreement, the penalty is payable for each month of said breach. Atlas reserves the right to assert further claims for damages.

7. The Supplier agrees that all disputes arising out of and in connection with this declaration are to be decided by the competent courts that have jurisdiction at Atlas's registered offices. All claims arising out of and in connection with this declaration are subject to the law of the Federal Republic of Germany.

On behalf of the Supplier:

Place/Date: _____, _____

_____
Supplier Signature

_____
(Printed Name of Supplier Representative / Position)