



Declaration of Confidentiality

by

Preamble

The Supplier will be provided with confidential information within the scope of the cooperation with TÜV SÜD Business Service GmbH or with an affiliated company of it according to § 15 AktG (German Companies Act) for the fulfilment of its contractual. TÜV SÜD Business Service GmbH and/or the affiliated company are hereinafter jointly referred to as "TUV SUD". With regard to this the Supplier declares the following:

§ 1 Subject matter of the Declaration of Confidentiality (Declaration)

1. The subject matter of the Declaration comprises all technical and non-technical information, findings established thereby and results, written documentation, drawings, plans, specifications, operational and business secrets, customer data, methods, formulas, provided know-how, as well as materials and other items (hereinafter referred to "**confidential information**") provided to the Supplier by TUV SUD in verbal, visual or written form, via data carrier, or exchanged or handed over via the Internet, Extranet or Intranet.
2. There is no obligation on the part of TUV SUD to pass on confidential information to the Supplier.

§ 2 Confidentiality

1. The Supplier must treat the confidential information acquired from TUV SUD confidentially and it may only be used by Supplier exclusively for the purpose as stated in the preamble. It may not be copied, passed directly or indirectly to third parties without the permission of TÜV SÜD. The Supplier will ensure through suitable measures that confidential information will not be used in a manner which goes beyond the purpose stated in the preamble.
2. The Supplier shall, within its organisation and the enterprises associated with it, disclose confidential information only to those persons who need to gain knowledge of this to conduct the purpose stated in the preamble. It will inform such persons about the Agreement and obligate these to meet the provisions of this Agreement. Upon request by TUV SUD this must be done in written form and written evidence must be kept by Supplier about this. There is agreement in particular about the fact that information about business connections, business planning and strategies, running and planned projects, as well as balance sheet information must be regarded as particularly confidential, and may only be passed on and discussed in the closest circle.



3. The Supplier shall protect the confidential information received from TÜV SÜD with the same care with which he protects his own business and operational secrets, at least however with the care and caution of a prudent businessman.
4. The Supplier shall be released from the obligation to confidential treatment when the confidential information
 - a) is generally known at the time of the disclosure;
 - b) becomes generally known after disclosure without the Supplier having infringed the obligation to keep it confidential;
 - c) was already in the possession of Supplier at the time of disclosure;
 - d) is acquired legally by Supplier from third parties at the same time or after disclosure and these third parties are authorized to pass on the information towards the discloser.
5. All written documents, records, constructions, films, photographs, copies, sound and data carriers left to Supplier, as well as any information and data provided online via the Internet, Extranet or Intranet remain the property of TÜV SÜD. These must be returned to TÜV SÜD at the end of the contract within 30 days or, upon request, deleted resp. destroyed, with proof provided thereof. Through the disclosure of information by TÜV SÜD to Supplier, the Supplier will not be granted, in particularly not expressly, implied or tacitly a right to trade marks, patents, copyrights, brands or internal business information or other intellectual property of TÜV SÜD.

§ 3 Treatment of personal data

The Supplier, its employees, legal representatives and/or shareholders are obliged to refrain from processing or using any of the personal data of TÜV SÜD, the enterprises associated with it, as well as its business Suppliers outside of the purpose of this Declaration or the assignment/contract/project stated in the preamble. This obligation shall continue to exist without limitation after the termination of the activities within the framework of this Agreement. The Supplier is committed to observe the statutory and contractual data protection regulations. This includes technical security measures, reflecting the current state of the art (Art. 32 GDPR), and the employees' obligation to maintain confidentiality when handling personal data. .

§ 4 Legal consequences in the case of violation

1. The Supplier is aware that any violation of the operational and business secrets pursuant to § 23 GeschGhG (German Trade Secrets Act) is punishable by imprisonment of up to 5 years.
2. If the Supplier culpably violates the secrecy obligations stipulated in this Agreement or the compliance with the data protection regulations, it must pay TÜV SÜD a contractual



penalty for each violation of 5.000,- EUR. Further (damage) claims remain unaffected, whereas the contractual penalty shall be set off against the actual damages resulting from this violation, when these are claimed.

3. At least negligent violation by the Supplier will be suspected when TÜV SÜD can provide evidence that confidential information has reached third parties from its own sphere. The Supplier shall be entitled to provide proof to the contrary.
4. In the same way the Supplier shall be liable for its employees and vicarious agents, without being entitled to provide the exonerating evidence pursuant to § 831 para. 1 sentence 2 BGB (German Civil Code).
5. If a third party lodges a claim against TÜV SÜD as a result of the violation of a secrecy agreement existing with it, the Supplier must hold TÜV SÜD harmless from such claims, as the claim made by the third party is based on a violation of obligations from this Agreement by Supplier.

§ 5 Contractual Period/Miscellaneous

1. This Declaration shall come into force with its signing and shall remain valid after termination of the business relations between TÜV SÜD and the Supplier for a period of another 5 years.
2. Changes or supplements of this Declaration require the written form and signature of both Parties to be valid. The same shall apply for the cancellation of this written form requirement.
3. Should any of the provisions contained hereunder be or become invalid, the invalidity of said provision shall not affect the validity of the remaining provisions hereunder, which will remain in full force and effect. In this case the contractual Parties endeavor to replace the invalid provision by another provision that is valid, legal and enforceable and comes closest to the economic purpose of the invalid provision. The same shall apply in cases of a lack of regulation.
4. The law of the Federal Republic of Germany shall apply exclusively, without regard to its provisions on the conflict of laws and the UN Treaty on the International Sale of Goods (CISG), which shall be expressly excluded. Place of jurisdiction for all disputes arising from this Declaration is – as far as legally permissible – Munich.

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Supplier
(Signature of authorized person(s))