

Confidentiality agreement

between

Castolin Eutectic Holding GmbH
Gutenbergstr. 10
65830 Kriftel

- hereinafter referred to as "Castolin" -

and

Company
Address

- hereinafter referred to as "xxx" -

Preamble

Company assists Castolin and related companies (hereinafter "Castolin Group") in xxx.

Company and its employees (hereinafter referred to as "xxx") will be given access to confidential information about the Castolin Group (in particular the nature of the data). In this respect, the parties agree on the following:

§ 1

Confidential information

1. For the purposes of this Agreement, Confidential Information means all information (whether written, electronic, oral or otherwise) disclosed to the Company about the Castolin Group and its business, including without limitation:
 - a. Trade secrets, products, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data);
 - b. Any documents and information which are the subject of technical and organisational secrecy measures and are marked as confidential or are to be regarded as confidential according to the nature of the information or the circumstances of the transmission;

2. No Confidential Information within the meaning of this Agreement is such,
 - a. which are already publicly known or generally accessible at the time of transmission or which will become so at a later time without a breach of this Agreement;
 - b. obtained by the **Company** itself without use of or reference to Confidential Information;
 - c. have been handed over or made accessible to the **Company** by an authorised third party without breach of this Agreement.

§ 2

Secrecy obligations

Company commits:

1. To treat the confidential information as strictly confidential and to use it only for the purposes of fulfilling the order and initiating the contract.
2. To protect the confidential information against unauthorised access by third parties by taking appropriate measures.
3. Use all reasonable efforts to limit the scope of disclosure to the absolute minimum and to inform Castolin thereof, if the **Company** is required to disclose the Confidential Information by law, court order or administrative order.

§ 3

Return and deletion of confidential information

1. **Company** shall return or destroy the confidential information, including copies, within ten (10) working days of Castolin's request, unless statutory retention obligations apply.
2. The destruction of electronically stored confidential information is carried out by the complete and irrevocable deletion of the files or irretrievable destruction of the data carrier. This does not apply to electronic data stored as part of an automated electronic system back-up.
3. Upon Castolin's request, **Company** shall promptly provide written assurance that it has completely and irrevocably deleted or destroyed all Confidential Information in accordance with this Agreement.

§ 4

Ownership rights to the confidential information

Castolin reserves all rights of ownership, use and exploitation, including the right to apply for industrial property rights, with regard to the confidential information.

§ 5

Duration

This agreement shall enter into force upon signature and shall have a term of 5 years.

§ 6 Penalty

Should a Party, deliberately or negligently, be in breach of any of the obligations under this Agreement, it shall pay a penalty in an amount of € 50.000 (in words: Euro fifty thousand) to the other Party for each breach. For the determination of the number of breaches the plea of continued offence shall be excluded.

Said penalty leaves unaffected the demand for actual damages.

§ 7

Final provisions

1. Should one or more provisions of this agreement be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which comes as close as possible to the economic intention.
2. Amendments and supplements to this agreement including this written form clause must be made in writing.
3. The place of jurisdiction for all disputes arising from this agreement is Frankfurt am Main.

Place, date

Name, first name, function (in block capitals)

Signature

Company