

**CONFIDENTIAL INFORMATION AGREEMENT  
(NON-DISCLOSURE AGREEMENT)**

Between i-ways sales solutions GmbH  
Kurfürstendamm 125a  
10711 Berlin, Germany

(hereinafter referred to as the "Company")

And \_\_\_\_\_ (BA Name)  
\_\_\_\_\_ (BA Address)  
\_\_\_\_\_ (BA City)  
\_\_\_\_\_ (BA Country)

(hereinafter referred to as the "Business Associate")

This CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT is made between i-ways sales solutions GmbH and \_\_\_\_\_ (the Name of the Business Associate) (hereinafter both referred to as the "Contracting Parties").

In consideration of their co-operation, the receipt of confidential information while associated with each other, and other good and valuable consideration, both undersigned Contracting Parties, agree that:

1. Term of Agreement. This Agreement shall continue in full force and effect for the duration of my business co-operation with the Company and shall continue thereafter as otherwise provided in this Agreement.

2. Confidentiality.

(a) Definitions. "Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company and/or the Business Associates, or any of their Affiliates, or their employees, clients, consultants, or business partners, which was produced by any employee or consultant of any of the Contracting Parties or acquired by or on behalf of any of the Contracting Parties. All Proprietary Information not generally known outside of the Company's and/or Business Associate's organization, and all Proprietary Information so known

only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

- (1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;
- (2) information about costs, profits, markets, sales, contracts, customers and distributors;
- (3) business, marketing, and strategic plans; and
- (4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the both Contracting Parties are engaged or contemplate engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Contracting Parties, whether or not such information is

identified as Confidential Information by the Company and/or the Business Associate.

(b) Existence of Confidential Information. The Contracting Parties own and have developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to their businesses. This Confidential Information includes not only information disclosed by the Company to the Business Associate, but also information developed or learned by the Business Associate during the course of his co-operation with the Company.

(c) The non-disclosure agreement according to paragraph 3 shall not apply to information gathered by any of the Contracting Parties for which any of the parties can prove that (a) they were obtained after execution of this Agreement by a third party without obligation of confidentiality, provided that such third parties through the disclosure of the information did not violate an existing confidential, (b) at the conclusion of this agreement were already known or they were already made public in that time, or (c) were obvious upon completion of this agreement without a violation of any of the Contracting Parties. Similarly, the agreement does not cover information that must be disclosed due to mandatory statutory provisions, legally binding judicial decision or administrative order. To the extent permitted by law, the undersigned parties, however, are hereby required to give notice to the other party before the disclosure, not to make information public, and to sign the appropriate Confidential agreement.

(d) If Confidential Information is already known prior to their transfer any of the Contracting Parties will inform the other party immediately.

### 3. Non-disclosure Agreement.

(a) Protection of Confidential Information. The Contracting Parties will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in their assigned duties and for the benefit of the other Contracting Party, any of their Confidential Information, either during his co-operation with the other Contracting Party or three years after the termination of the contract. Both Contracting Parties agree not to publish, disclose or otherwise disseminate such information without prior written approval of the

President of the company of the other Contracting Party. Both Contracting parties acknowledge that they are aware that the unauthorized disclosure of Confidential Information may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets.

The foregoing obligations apply also when no agreement on the planned co-operation is made between the Contracting Parties is made and for the duration of three years after signing the agreement.

(b) Protection Measures. The Contracting Parties will expend the standard of care with regard to the secrecy of the Confidential Information and take all measures of protection which they maintain to protect their own confidential information, but at least in the usual due diligence. Both parties will particularly meet adequate measures to protect the confidential information against unauthorized disclosure, copying and use.

(c) Delivery of Confidential Information. Upon request or when the co-operation between the Contracting Parties terminates, both Contracting Parties will immediately deliver to the other Contracting Parties all copies of any and all materials and writings received from, created for, or belonging to the other Contracting Party including, but not limited to, those which relate to or contain Confidential Information.

(d) Public statements. The Contracting Parties will make any press statements, press releases, interviews and other public statements regarding the planned co-operation only with the prior written (including email) consent of the other Contracting Party. The granting of consent is at the discretion of each party.

(e) Prior Actions and Knowledge. The Company and the Business Associate represent and warrant that from the time of their first contact with the other Contracting party they both held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside their own organization, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.

(f) Third-Party Information. The Company and the Business Associate acknowledge that both Contracting Parties received and in the future will receive from third parties their confidential information subject to a duty on the other Contracting Party's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Both Contracting parties agree that, during the Period of Co-operation and thereafter, they will hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform their obligations hereunder and as is consistent with the Company's and the Business Associate's agreement with such third parties.

(g) In case of threatened breach of this non-disclosure agreement or in case of notice of such breach each party will immediately notify the other party.

#### 4. Contract Penalty.

Both Contracting Parties agree to pay a contractual penalty in the amount of 25.000 € (twentyfivethousand Euro) for each case of violation of the provisions of this agreement. The principles on the continuation context will not apply. The assertion of further claims is for both Contracting Parties at liberty.

#### 5. Final Clause

(a) Governing Law. This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by the internal laws of the Federal Republic of Germany, with Berlin as place of jurisdiction.

(b) Modification. No modification of this Agreement shall be valid unless made in writing and signed by both parties. This also applies to any waiver of the written form requirement. Verbal collateral agreements are not valid.

(c) Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

**For the Business Associate:**

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(Place, Date)

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(Printed Name and Function of the Business Associate)

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(Signature of the Business Associate and stamp)

**For the Company:**

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(Place, Date)

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(Printed Name and Function within the Company)

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(Signature and Stamp of the Company)