

**Mutual Confidentiality Agreement
with respect to the Use of the
"Heidelberg Pool4Tool Lieferantenportal"
("Heidelberg Pool4Tool Supplier Sourcing Site")**

between

**Heidelberger Druckmaschinen Aktiengesellschaft,
Kurfürsten-Anlage 52-60,
69115 Heidelberg**

- referred to as "**HEIDELBERG**" below -

and

...

*(name of partner,
house number, street,
post code and place)*

- referred to as "**PARTNER**" below -

1. Cooperation, Use of the Heidelberg Supplier Sourcing Site

The PARTNER delivers products to HEIDELBERG in the context of a long-term supply relationship. The cooperation of the parties will in the following be referred to as "COOPERATION"

2. Exchange of CONFIDENTIAL INFORMATION on the HEIDELBERG Pool4Tool Sourcing Site

- 2.1. For the purpose of facilitating communication in the course of the COOPERATION (e. g. requests, offers or information with respect to product quality or complaints), HEIDELBERG has established an internet platform which can be used for providing information or messages, e. g. in the form of documents or filled-out blanks, which can also be read or retrieved (in the following referred to as "HEIDELBERG POOL4TOOL SOURCING SITE"). The parties will separately agree on the right of access and the rules to be complied with in order to use the HEIDELBERG POOL4TOOL SOURCING SITE.
- 2.2 The information or messages provided on the HEIDELBERG POOL4TOOL SOURCING SITE may be of commercial and/or technical nature and may contain trade secrets of significant business importance. This information or these messages are considered confidential and will be referred to as "**CONFIDENTIAL INFORMATION**" in the following if they are designated as confidential or if HEIDELBERG or the PARTNER are evidently interested in the information or messages being treated confidentially.

3. Obligation of Confidentiality and Restrictions of Use

- 3.1. HEIDELBERG and the PARTNER shall not use the disclosed CONFIDENTIAL INFORMATION other than for the COOPERATION. In particular, they agree not to
 - 3.1.1. communicate or disclose the CONFIDENTIAL INFORMATION to any third party,
 - 3.1.2. use the CONFIDENTIAL INFORMATION as a subject for developments of their own, and not to use the CONFIDENTIAL INFORMATION to enhance their own products,
 - 3.1.3. use the CONFIDENTIAL INFORMATION as the subject of applications for intellectual property rights and use the CONFIDENTIAL INFORMATION to oppose applications for intellectual property rights of the disclosing party.

3.2 Furthermore, parties agree to treat the COOPERATION and the content of this Confidentiality Agreement as confidential towards any other party.

4. Limited Communication to Employees

HEIDELBERG and the PARTNER shall make accessible CONFIDENTIAL INFORMATION (in particular copies of written documents containing CONFIDENTIAL INFORMATION and CONFIDENTIAL INFORMATION stored on data carriers or submitted objects) only to those employees and consultants who are involved in the COOPERATION and need the CONFIDENTIAL INFORMATION for carrying out their associated tasks. On these persons the secrecy obligations of this Confidentiality Agreement shall be imposed, even beyond their employment or contractual relationship.

5. Exceptions to the Obligation of Confidentiality and Restrictions of Use

5.1 The obligation of confidentiality and restrictions of use no longer apply if and as soon as

5.1.1. the CONFIDENTIAL INFORMATION is or becomes public knowledge without breach of this Confidentiality Agreement (including the disclosure by the disclosing party to a third party without obligation of confidentiality) or

5.1.2. the recipient can prove to have been in possession of the CONFIDENTIAL INFORMATION prior to receiving the information from the disclosing party; in this case, the recipient should inform the disclosing party of such prior knowledge, or

5.1.3. the CONFIDENTIAL INFORMATION has lawfully been disclosed to the recipient by a third party without obligation to treat the information as confidential, or

5.1.4. the recipient realized or acquired the CONFIDENTIAL INFORMATION independently of the disclosing party, or

5.1.5. a court or an administrative or government authority requests the recipient to disclose the CONFIDENTIAL INFORMATION.

6. Term of the Obligation of Confidentiality and Restrictions of Use

The restrictions of use relating to the CONFIDENTIAL INFORMATION exchanged under this Confidentiality Agreement and the obligation to maintain secrecy of the CONFIDENTIAL INFORMATION shall terminate five (5) years upon disclosure of the CONFIDENTIAL INFORMATION to the other party.

7. No Obligation to disclose Information; Obligation to return CONFIDENTIAL INFORMATION

7.1 This Confidentiality Agreement does not constitute an obligation to disclose CONFIDENTIAL INFORMATION nor any obligation to conclude cooperation, supply, or other agreements beyond the scope of the provisions of this Confidentiality Agreement.

7.2. Upon request of the other party, the recipient shall return or destroy all information material including all copies and records that contain or are related to the CONFIDENTIAL INFORMATION.

8. Term

This Confidentiality Agreement shall apply for an unlimited period of time. It may be terminated by either party with a period of notice of three (3) months in written form.

9. Severability

If any term of this Confidentiality Agreement is or becomes invalid in total or in part, this shall not have any effect on the validity of the remaining terms of this Confidentiality Agreement. In such a case, the parties shall cooperate to agree on a new provision that is as close to the invalid provision in economic terms as legally possible.

10. Requirement of written Form

All terms agreed between HEIDELBERG and PARTNER relating to the subject of this Confidentiality Agreement have been recorded in writing. There are no further oral provisions made. Any amendment to this Confidentiality Agreement must be made in writing to be valid. Any waiver of this written form requirement must be made in writing.

11. Governing Law; Place of Jurisdiction

All legal relationships arising from this Confidentiality Agreement for the parties shall be governed by the law of the Federal Republic of Germany. Exclusive place of jurisdiction for all disputes arising from this Confidentiality Agreement shall be Mannheim, Germany.

PARTNER

HEIDELBERGER DRUCKMASCHINEN AG

(Place and date)

(Place and date)

(Name:)

(Name:)

(Name:)

(Name:)