General Non-Disclosure Agreement

The following general confidentiality conditions regulate the handling of confidential information of NKD Group GmbH, Bühlstraße 5 – 7, 95463 Bindlach (henceforth also named „**NKD**") and Third Parties (henceforth also named „**Partner**").

As part of the initiation of a contract or contractual relationship, the partner will receive confidential information from NKD. To maintain the confidentiality of the confidential information already exchanged or received as well as the confidential information to be exchanged or received in future, the partner undertakes to do the following:

§ 1 Confidential Information
„Confidential information" is

      a)   Any oral or written information, matters, procedures and data from NKD that became known to the partner through and in connection with the cooperation with NKD, including before this agreement came into force, or that becomes known in the future, regardless of whether they are commercial, technical or operational in nature;

      b)   any documents prepared by NKD, its employees or consultants, which contain or reflect information within the meaning of letter a) above;

      c)   any information about the existence of meetings, talks or agreements between the partner and NKD.

§ 2 Confidentiality Obligation
1. The partner undertakes to keep all confidential information strictly secret and not to make it accessible to third parties or authorities, either directly or indirectly and neither in whole or in part, and not to use it for its own or third-party commercial purposes, unless, NKD has consented in writing.

2. The partner will only disclose confidential information to those employees who reasonably need to know about it and who are themselves obliged to maintain confidentiality in a manner corresponding to the provisions of this General Non-Disclosure Agreement.

3. If the partner must use third parties to provide its contractual service, it must notify NKD of this immediately before the service is provided. These third parties are to be bound by the partner to secrecy in the same way as with this General Non-Disclosure Agreement. Evidence of this obligation must be provided to NKD immediately and before the service is rendered.

§ 3 Exceptions
1. The confidentiality obligations do not apply to the extent
    a) the partner discloses confidential information with the written consent of NKD;

    b) the partner is obliged to disclose the confidential information due to legal provisions, final court decisions or incontestable official decisions;

    c) Confidential information is or becomes public knowledge without the partner being responsible for this;

    d) the partner receives confidential information from third parties without violating any confidentiality obligation.

2. If the partner is obliged to disclose confidential information in accordance with paragraph 1 letter b) above, he will notify NKD of this in writing immediately after he has become aware of this obligation. The partner must ensure that as little confidential information as possible is disclosed.

§ 4 Non-Solicitation

1. Regarding the cooperation, the partner will only address those employees of NKD whose names are mentioned for this purpose. Irrespective of the outcome of the cooperation, the partner will refrain from anything that could result in an employee leaving NKD, any direct or indirect poaching attempts. The partner undertakes not to poach, hire, or directly or indirectly commission any employees of NKD during the negotiations and for a period of 18 months after the end of the joint project. The ban on poaching, hiring, and commissioning also extends to companies in which the poaching party has a direct or indirect stake.
2. In the event of a breach of this agreement by the partner, NKD is entitled to claim any damage incurred in full.

§ 5 Obligation to return and destroy; Continuity of the duty of confidentiality

1. At request of NKD, the partner must immediately return to NKD or destroy all confidential information made available to him, as well as any copies made and other duplicates thereof, and must confirm this to NKD in writing.
2. Irrespective of this, the duty of confidentiality continues when the cooperation between NKD and the partner has ended.

§ 6 Burden of proof

The partner bears the burden of proof and proof that there is neither a legal nor a confidentiality obligation according to this General Non-Disclosure Agreement or that an exception according to this General Non-Disclosure Agreement has been fulfilled.

§ 7 Contractual Penalty

If the partner violates an obligation resulting from this General Non-Disclosure Agreement, a contractual penalty to be determined by NKD at its reasonable discretion is to be paid in favor of NKD for each violation, excluding the continuation of the relationship, the amount of which will be reviewed by the competent court in the event of a dispute. The payment of the contractual penalty does not affect the assertion of further damage.

§ 8 Final Provisions

1. Deviating confidentiality conditions of the partner only apply if their application has been expressly agreed.
2. Changes and additions to these General Confidentiality Conditions must be made in writing to be effective. The same applies to any change or cancellation of this written form requirement.
3. Place of jurisdiction for all disputes arising out of or in connection with these general confidentiality conditions is Bayreuth. This General Non-Disclosure Agreement is exclusively subject to German law.
4. Should individual provisions of these General Confidentiality Conditions be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In this case, instead of the ineffective or unenforceable regulations, such regulations shall apply that are effective or practicable and at the same time come as close as possible to what was originally intended by NKD and the partner. The same applies to the filling of essential contractual gaps.

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