

Non-disclosure agreement

between

much. GmbH

Marcel-Breuer-Straße 17

80807 Munich

("much")

and

Name

Street Number

ZIP City

(„Customer“)

(much and Customer hereinafter individually also referred to as the "Party" or collectively the "Parties").

Preamble

The customer intends to engage much for various consulting & implementation services, among others in the areas of finance, financing, controlling, strategy, IT strategy and ERP implementation.

For this purpose, the Parties agree that each Party (in such capacity, the "Recipient") to whom Confidential Information (as defined below) is disclosed or made available by the other Party (in such capacity, the "Disclosing Party") shall keep such Confidential Information confidential in accordance with the following provisions.

1. Confidential information

"Confidential Information" means, in addition to documents expressly designated as confidential, all information that is not publicly available, in particular, customer data such about the current or planned business activities, structuring concepts, existing contractual documents, documentation, strategies, organization, financial circumstances, products and services, technical and other processes, as well as business and cooperation partners of the Parties, in particular, such information that relates to know-how, inventions, pricing policy, regulatory environment, data processing systems used, data processing architecture as well as sales and distribution and is related to the Potential Transaction. This also includes all analyses, compilations, studies, reports and similar documents prepared on the basis of or for the purpose of exploring the aforementioned information, as long as any of said information is identifiable as such in them or can be inferred from them.

"Confidential information," however, is not:

- a) Information that was public knowledge at the time it was communicated to the recipient;
- b) Information that became public after it was communicated to the recipient, but not as a result of any act or omission by the recipient;
- c) Information that was communicated to the Recipient by a third party who was authorized to do so without violating a confidentiality obligation;
- d) Information that (prior to its communication) was known to the Recipient or independently ascertained by the Recipient;
- e) Information that is required to be disclosed by the Recipient by law or regulatory directive or in compliance with other governmental orders or requests from courts and other

governmental agencies or equivalent entities. In the event that the Recipient receives such a request or inquiry, the Recipient will notify the Notifying Party as far as legally permissible, will disclose information to the extent necessary, and will provide reasonable assistance to the Notifying Party, at the Notifying Party's request, in its appeal of the regulatory directive or other sovereign order or request of courts and other authorities, subject to reimbursement of costs.

2. Duty of confidentiality

- 2.1 The Recipient shall treat the Confidential Information and - unless otherwise agreed in writing - also this Confidentiality Agreement as well as the Potential Transactions as strictly confidential, keep them secret irrespective of the conclusion or non-conclusion of the Potential Transactions and, in particular, also beyond the end of the cooperation and protect them from disclosure to third parties - including affiliated companies. This shall apply as long as the information continues to be Confidential Information. Insofar as Confidential Information is subject to banking secrecy and / or statutory data protection, each party shall comply with the resulting legal requirements.
- 2.2 The Recipient agrees not to use the Confidential Information for any purpose other than the Permitted Purpose set forth in the preamble to this Agreement, unless the Disclosing Party has given its prior written consent.
- 2.3 Recipient may disclose or make available the Confidential Information to employees insofar as:
 - (a) it is necessary for the performance of their duties under the Permitted Purpose; and
 - (b) they have been informed of this confidentiality obligation.
- 2.4 Recipient may disclose or make available the Confidential Information to professional consultants insofar as:
 - (a) this is necessary for the performance of their duties; and
 - (b) they are subject to a professional duty of confidentiality, have been notified of the confidentiality obligations under this Agreement or agree in favor of the Disclosing Party to also comply with such confidentiality obligations.
- 2.5 Confidential Information may be disclosed to third parties with the prior written consent of the Disclosing Party if the Recipient notifies the respective third parties of their confidentiality obligations under this Agreement and the third parties agree in favor of the Disclosing Party to also comply with such confidentiality obligations.

3. Treatment of Confidential Information

- 3.1 No license or usage rights are granted by this agreement. This agreement does not constitute a warranty for the Confidential Information provided, in particular for completeness and accuracy.
- 3.2 Upon written request by the Notifying Party, the Recipient shall promptly return, destroy to the extent practical and technically feasible, or delete all embodied Confidential Information, as well as duplicates, regardless of whether they are computer recordings including emails, audio tapes, video cassettes, CD-ROMs or other media, unless the Recipient is legally obligated to retain them for the duration of such retention obligation. A right of retention is excluded.

4. Customer protection

The Recipient undertakes not to use names of customers or potential customers or any other data of customers and potential customers of the Notifying Party for its own business purposes without the consent of the Notifying Party, nor to provide such data to third parties, nor to enter into business contacts with customers and potential customers itself or through third parties, nor to make offers to such customers and potential customers, nor to solicit such customers or potential customers, nor to participate in solicitation attempts by third parties.

5. Duration

The obligations under this Agreement shall enter into force upon signature and shall apply for a period of two years with respect to Confidential Information. However, for Confidential Information

relating to Customer Data or subject to banking secrecy and/or statutory data protection, they shall apply without time limit.

6. Written form

Amendments and supplements to this agreement must be made in writing. The same applies to the cancellation of the written form requirement. The requirement for the written form can also be met by fax or by sending pdf files by e-mail.

7. Law and jurisdiction

This agreement is subject to German law, place of jurisdiction is Munich.

8. No further obligations, no guarantee for the accuracy of information

This confidentiality agreement does not establish any further obligations of the parties, in particular the parties are not obliged on the basis of this agreement to continue negotiations on the cooperation or to conclude agreements on the implementation of such cooperation. Obligations of the parties arising from other legal grounds shall remain unaffected by this agreement.

Each party is obliged to provide the information to the best of its knowledge and belief correctly and completely, but neither party assumes any warranty for its correctness on the basis of this agreement.

9. Severability clause

Should individual provisions of this agreement be or become invalid or unenforceable, or should an unintended loophole be found, this shall not affect the validity of the remaining provisions. Such a provision shall be replaced by a legally valid provision which the contracting parties would have agreed upon, taking due account of their legal interests as well as the sense and purpose of the agreement.

Ort / Place: _____

Datum / Date: _____

much. GmbH

Ort / Place: München

Datum / Date: _____

Customer