

[issuer letterhead]

[addressee]
via e-Mail [email address]

[place], [date]

[subject matter]
[issuer name] CNDNC Declaration

Dear Sirs,

with regard to the above subject matter and connected to it the intended B2B exchange of information between us, which most likely will involve also Confidential Information, we herewith, in lieu of a complex agreement undertaking, but with its terms and elements being the same quality as, and fully equal to a contract legally binding and enforceable in a court of law, simply confirm and declare as follows:

We acknowledge that each of us had in the past, currently has, and in the future may possibly have, access to certain Confidential Information (not known to the other) that first of all is a relevant Party's individual business privilege, original and special to it and a unique asset meaning a trade secret of its relevant individual business.

We acknowledge the principle that a so-called Disclosing Party needs to have assurance that its Confidential Information, if and when provided to another Party, is protected and kept confidential by the other Party based on clear (mutual) non-disclosure and utilization rules.

We acknowledge additionally that based on the Confidential Information of one Party, the other Party must not circumvent this one Party in its legitimate business interests.

This stated and only in context thereof, We therefore, **"sine qua non" to reciprocity**, herewith officially declare as follows:

- i) **Our company honors the generally accepted principle of confidentiality. We oblige in principle to pro-actively protect received Confidential Information and not to disclose it except to use it appropriately according general accepted typical rules as minimum necessary for the actual above subject matter underlying objective purpose of our exchange.**
- ii) **Our company obliges, within generally accepted typical limits, not to inappropriately disclose any of the Confidential Information received from you to any third party and/or to use it to your detriment.**
- iii) **Our company obliges, within generally accepted typical limits, to grant you source, customer and project protection and concerning your confidential information, original your sources, customers and contacts introduced from you to us first, we oblige not to inappropriately circumvent / bypass you to your detriment. Our company will not carry**

out inappropriately any business with this protected group of people without your authorization and / or have them carried out via third parties, nor will we inappropriately issue any sub-powers of attorney and will not inappropriately make any unauthorized agreements that may affect your legitimate interests. Our company irrevocably undertakes not to inappropriately contact any of your contracting partners, customers or other protected groups of persons, neither directly nor indirectly, without your prior written approval, or instruct any third party to contact them without prior coordination and your written approval.

- iv) Our company obliges, within generally accepted typical limits, not to inappropriately solicit your sponsors, capital providers, investors / shareholders, representatives, executives, employees and/or other persons introduced from you to us to your detriment.
- v) We shall maintain our above obligations to you from the date of this declaration during our - regarding the above - active contact and exchange time with you until ending plus a thereafter surviving time period of 12 month.

As confidentiality, non-circumvention and non-solicitation are generally accepted typical legal concepts under any jurisdiction we consider that this document with its declarations shall serve the above acknowledged purposes. Place of jurisdiction is Munich, Germany. The laws of the Federal Republic of Germany govern.

For your company's acceptance and coming into force please countersign and return to us. E-Mail exchange without qualified e-signature explicitly is accepted.

Sincerely,

[issuer name]

[issuer signatory]

Signature

For validation

[addressee]

Representative's Name:

Signature