

Secrecy agreement

between

Toll Collect GmbH

Linkstrasse 4

10785 Berlin / Germany

- subsequently named „**Toll Collect**” -

and

- subsequently named „**partner**” -

Toll Collect and partner will make information of any kind accessible to each other, especially concerning common possibilities for the processing of customer-related payment transactions. The parties are aware that this information was previously neither in total nor in its details known or readily accessible. Therefore, this information is of economic value, is protected by the Supplier by appropriate secrecy measures, and is subject to a legitimate interest to be kept secret. In case, information made available to Receiver does not meet the requirements for a trade secret within the meaning of the law on the Protection of Trade Secrets (*Geschäftsgeheimnisgesetz*) this information still shall be subject to this agreement. Now therefore with regard to the handling of this information, an agreement has been reached as follows:

1. Receiver can neither publish nor pass down to third parties the information received from Supplier without Supplier's prior approval in written form.
2. Receiver is legally bound to keep all insights and/or information concerning activities, ideas, concepts and/or intentions of Supplier, which he has acquired within the scope of his interlocution respectively joint work with Supplier, in confidence. He has to keep silence on this issue before outsiders.
3. The Federal Republic of Germany is not a third party within the meaning of this agreement. Toll Collect is entitled to disclose information about the content of this agreement or its execution towards the Federal Republic of Germany or a third party named by the Federal Republic of Germany. Statutory secrecy obligations and secrecy rights remain unaffected.
4. Receiver commits himself to impose these secrecy obligations on his associates, who take cognizance of the information. The obligations are valid, within the framework of legally possible options, also for the time after their leaving or retirement.
5. The secrecy obligation does not apply for information, for which Receiver can prove satisfactorily, that this information:

- Has been familiar to him before the information date, and he has already used this information without any restrictions and secrecy,
 - Was made available for him by a legitimate third party before or after the information date for free use and without any secrecy obligations,
 - Was well-known and generally available to the public before the information date,
 - Has become well-known and generally available to the public, without breach of the regulations mentioned above, on the information date or after it.
6. Receiver is bound, upon written demand on behalf of Supplier, to turn immediately over or to destroy all the written or other information of any kind, which he has received from Supplier, including all produced copies, records and notes. The complete return or destruction of all information concerning this issue should be confirmed by Receiver to Supplier in written form.
 7. Supplier warrants that he possesses all the rights to deliver the confidential information to Receiver. The provision of confidential information should not be interpreted, explicitly or implicitly, as granting or approval of a license or similar. It should be used neither for inventions nor detections, nor improvements, which have been carried out, thought up or obtained before or after the beginning of the cooperation concerning the awarded contract. The exchanged confidential information constitutes no right of use for the obligator in terms of the patent law.
 8. Receiver works up and uses personal data concerning the awarded contract only in order to carry out the contract.
 9. Neither party is entitled to use the name of the other party as a reference for advertising purposes without the approval of the other party. Furthermore, neither party is entitled to issue a public announcement concerning this cooperation without the approval of the other party.

10. The secrecy agreement shall be interpreted in accordance with the Law of Germany. Berlin is the exclusive place of jurisdiction.

11. The secrecy agreement will come into effect with signature by both Parties. It is valid until 31.12.2026. It affects the entire confidential information acquired by this time for a period of three more years.

Location, Date

Signature