

Schedule 6 – Confidentiality Agreement

SEFE Securing Energy for Europe GmbH

Königstor 20

34117 Kassel

- hereinafter referred to as "SEFE" -

and

- hereinafter referred to as "Bidder" –

- SEFE and Bidder hereinafter referred to as "Parties"

In the context of the tendering procedure for the conclusion of a framework agreement for the provision of application development, systems integration, application maintenance and quality assurance services, SEFE and Bidder intend to mutually exchange information, in particular also written or electronic documents, for the purpose of preparing an offer and potentially executing the contract for the project (hereinafter referred to as the "Project"). This information and documents, copies, transcripts and other reproductions made thereof are "Confidential Information".

The Parties agree that, prior to disclosure of Confidential Information, the treatment of such Confidential Information in the strictest confidence shall be declared. Therefore, in their respective roles of Disclosing Party or Receiving Party, the Parties agree as follows:

1. The Receiving Party undertakes to keep the holding of meetings and negotiations relating to the Project as well as the Confidential Information disclosed to it strictly confidential and not to disclose this information to third parties. This also includes Confidential Information from companies with which the Disclosing Party is affiliated within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG). The Receiving Party shall use the Confidential Information exclusively for the purposes of the Project and related investigations and shall not make it available to any third party, as well as make it available only to those of its employees who need it for the proper verification or implementation of the Project.

2. The Receiving Party shall protect the Confidential Information with the same diligence afforded to the protection of its own business and trade secrets, but at least with the diligence expected of a prudent businessman.
3. The Receiving Party is entitled, if and to the extent necessary for the evaluation and implementation of the Project, to disclose the confidential Information to companies and persons acting as advisors to the Receiving Party on matters related to the Project, as well as to affiliated companies within the meaning of Sections §§ 15 et seq. of the Stock Corporation Act (AktG). In such case, the Receiving Party shall ensure that the provisions of this Confidentiality Agreement are adhered to by these additional receiving parties and shall indemnify the Disclosing Party in the event of any breach of this Confidentiality Agreement on the part of these additional receiving parties. Disclosure of confidential information to other third parties is only permitted with the prior written consent of the Disclosing Party.
4. Information and documents are not subject to confidentiality under this Confidentiality Agreement, if and to the extent
 - a) they are already in the public domain at the time of their disclosure to the Receiving Party or, thereafter, become public knowledge through no fault of the Receiving Party, or
 - b) they are demonstrably known to the Receiving Party at the time of their disclosure to the Receiving Party without a confidentiality obligation, or , thereafter, are disclosed by third parties, unless the third party violates a confidentiality obligation with the knowledge of the Receiving Party, or
 - c) they have been demonstrably developed independently by the Receiving Party and without recourse to Confidential Information.
5. Notwithstanding the above, the Receiving Party shall be entitled to disclose Confidential Information to authorities or other parties if required to do so by applicable law, decree, regulation or public authority. In case of such disclosure, the Receiving Party shall notify the Disclosing Party in writing without delay after itself becoming aware of its disclosure obligations and before any Confidential Information is being disclosed..
6. The Receiving Party shall, upon the written demand of the Disclosing Party, return, or reliably and verifiably destroy Confidential Information received. The Receiving Party shall furthermore ensure that Confidential Information disclosed to third parties in accordance with this Confidentiality Agreement is returned or destroyed. This does not apply to Confidential Information that must be retained as required by documentation or document retention laws for the entire period for which the respective obligations apply. The Receiving Party may keep back-up copies of Confidential Information automatically

generated by computer systems for the period of time that these are commonly kept. This Confidentiality Agreement shall remain applicable to such Confidential Information until the back-up data has been finally deleted.

7. The Receiving Party shall comply with all above-mentioned requests by the Disclosing Party without unreasonable delay, however, no later than 30 days after such request is received in writing and confirm to the Disclosing Party in writing that all Confidential Information received has been returned or destroyed.
8. The discontinuation of negotiations relating to the Project without result, the finalisation of the Project, or the return or destruction of the Confidential Information shall not release the Receiving Party from its confidentiality obligations under this Confidentiality Agreement..
9. The Disclosing Party does not guarantee the completeness, correctness or suitability for a particular purpose of the Confidential Information transmitted or that its use does not violate the rights of third parties. In this respect, any liability of the Disclosing Party is expressly excluded, unless otherwise mandatorily provided by law.
10. Neither the execution of this Confidentiality Agreement nor the disclosure of Confidential Information shall be construed as granting any license or other rights, including, but not limited to, industrial property rights (such as patents, utility patents, or brands); nor as constituting an obligation to grant such rights..
11. Neither the disclosure of Confidential Information nor the execution of this Confidentiality Agreement shall constitute an offer or an agreement with regard to the implementation of the Project; nor does it represent an obligation to enter into a business relationship with the other party.
12. This Confidentiality Agreement has a term of six years, starting from the date of its signature. In the event of any early termination of this Confidentiality Agreement, the obligations under this Confidentiality Agreement for Confidential Information made available prior to termination shall survive. This is valid for a period of six years from the date of signature of this agreement.
13. No ancillary agreements to this Confidentiality Agreement were made between the Parties.
14. No amendment of this Confidentiality Agreement shall be valid unless in writing– and signed by or on behalf of the Parties, which shall also apply to any waiver of this requirement of written form. The Parties agree that the requirement of written form within the meaning of this contract is fulfilled by an advanced electronic signature and electronic

transmission in accordance with Art. 3 No. 11 in conjunction with Art. 26 eIDAS Regulation; text form is not sufficient.

15. If any provision of this Confidentiality Agreement is partially or as a whole invalid or unenforceable then, to the extent possible, all of the remaining provisions of this Confidentiality Agreement shall remain in full force and effect and shall be binding upon the Parties hereto. The same shall apply in the event that this Confidentiality Agreement is incomplete. The invalid, unenforceable or missing provision shall be replaced or completed by a valid and enforceable provision, which corresponds as closely as possible with the commercial intent of the invalid or unenforceable provision or this Confidentiality Agreement as a whole.
16. This Confidentiality Agreement shall be governed and construed in all respects in accordance with the laws of Germany, excluding its provisions on conflicts of law. Any dispute arising out of or in connection with Confidentiality Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Berlin, Germany. The arbitration proceedings shall be conducted in the English language.

_____ the _____

SEFE Securing Energy for Europe GmbH

_____ the _____
