

Obligation of confidentiality and data protection for plant visitors

to the EversFrank (Evers & Evers GmbH & Co. KG including its affiliated companies within the meaning of Sections 15 et seq. AktG (German Stock Corporation Act) (hereinafter referred to as "EversFrank"),

delivered by

("Visitors")

Eversfrank grants the visitor for the purpose of

- ☐ the business meeting
- ☐ the realisation of the following activities: _____
- ☐ _____

after signing this agreement.

1. Visitors are prohibited from making sound, image or film recordings on the factory premises.
2. The visitor undertakes to comply with EversFrank's safety regulations.
3. The visitor undertakes to treat as confidential any information made available to him during his stay on EversFrank's premises as well as any knowledge he obtains on this occasion about matters - for example of a technical, commercial or organisational nature - from and about EversFrank, its customers, suppliers and partners, and not to exploit or use such information or make it available to third parties during the term of this agreement or after its termination without the prior written consent of EversFrank.

Any use of this information is limited solely to use for the purpose of carrying out the plant visit or other subject matter of the agreement in accordance with this declaration of commitment or a contractual relationship with EversFrank.

This confidentiality obligation does not apply to information that

- which the visitor has demonstrably received or receives beyond the scope of this obligation from a third party authorised to do so, or
- were already generally known when the contract was concluded or
- subsequently become generally known without breach of the obligations contained in this declaration.

4. The visitor is obliged to protect EversFrank's trade and business secrets (for the purposes of this obligation, this also includes information that a reasonable third party would regard as trade secrets even without a special declaration) and to keep confidential information and data relating to the personal or material circumstances of EversFrank and its employees or third parties.
5. The visitor will not use documents, information or business knowledge of any kind that he has received in connection with the factory visit about customers, suppliers or other partners of EversFrank, either now or in the future, for himself or for third parties. The visitor shall store any documents received in such a way that third parties cannot gain access to them.
6. For each case of infringement of an obligation under this declaration, the visitor shall pay a contractual penalty to EversFrank, excluding the defence of continuation of the offence, which EversFrank shall determine at its reasonable discretion and which may be reviewed in court at the request of the party liable to pay.

7. Handling of personal data

If the visitor comes into contact with personal data from the sphere of EversFrank, the following applies:

The visitor shall comply with the applicable data protection regulations and process personal data only within the scope and for the purposes of the direct fulfilment of its activities in accordance with the reason for the visit. The provisions of any contracts between EversFrank and the visitor or the visitor's organisation regarding the commissioned processing of personal data, as well as more specific confidentiality obligations to which the visitor may be subject in this respect, take precedence over this agreement and are not affected by it.

8. The obligations under this declaration continue indefinitely beyond the factory visit.
9. Should any provision of this agreement be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the legally permissible provision that comes closest to the intended purpose. This shall also apply in the event of an unintended loophole.

Meldorf,

Date, signature