

## Confidentiality Agreement

between Loy & Co Corporate Finance GmbH  
Bilker Strasse 11  
40213 Düsseldorf  
(hereinafter referred to as "LCO")

and Company name  
Address  
Postal code and city  
(hereinafter referred to as "the Company")

- LCO and the Company hereinafter also referred to collectively as the "Parties" -.

The Company will provide LCO with confidential information about the Company. This confidential information will be used by LCO solely for the purpose of preparing and providing a consultancy proposal to the Company.

That being said, the parties agree as follows:

- (1) LCO agrees to keep all information received in paper, electronic, oral or other form about the Company (the "Information") strictly confidential. This includes the fact that discussions are being held regarding a consultancy contract. Furthermore, LCO undertakes not to use the Information for any purpose other than the purpose addressed in the Preamble. The information may only be disclosed to employees of LCO.
- (2) The following information is exempt from the obligation of confidentiality:
  - a) Information that was already demonstrably public knowledge at the time of transmission;
  - b) Information that is published or becomes publicly accessible in a legally permissible manner after transmission without the involvement or direct or indirect instigation of LCO;
  - c) information that LCO can prove was already in its possession prior to the transfer;
  - d) information that was required to be disclosed in connection with legal disputes or pursuant to laws, ordinances or other regulations as well as pursuant to official instructions after prior consultation with the LCO.
- (3) At the written request of the Company, LCO shall, within 14 days of such request, destroy or irretrievably delete all papers and documents and separate data carriers, including all (deleted) copies, which contain information to be treated as confidential under this Agreement. Upon the Company's request, LCO shall confirm the completeness of the destruction and the complete deletion of the information.

The obligation to delete or destroy does not apply to copies of the documents or materials made accessible which are on electronic data carriers created based on regular data backups and to such data for the retention of which there is a legal obligation. This obligation to return or

destroy confidential information does not apply insofar as LCO requires the confidential information on the basis of statutory provisions or for internal requirements, in particular for documentation, auditing or evidentiary purposes. Such information shall continue to be treated as confidential.

- (4) The obligation to keep the information provided confidential and the non-solicitation clause shall expire two years after the signature of this Agreement.
- (5) Any amendment to this agreement or the inclusion of additional provisions, including the agreement to amend this clause, must be in writing. If any provision of this Agreement is unenforceable or invalid, all other provisions shall remain in full force and effect. The unenforceable or invalid provision shall be replaced by a provision which comes as close as possible to the meaning of the unenforceable or invalid provision. Any loopholes in the contract shall also be closed.
- (6) Place of performance and place of jurisdiction are, as far as legally permissible, Düsseldorf.

Düsseldorf, DATE

---

Markus Loy  
Managing Director  
Loy & Co Corporate Finance GmbH