

# CONFIDENTIALITY AGREEMENT

Between

**MEDAS GmbH**  
**(MEDAS Digital Business)**  
**Oesterstraße 107b,**  
**44309 Dortmund, Germany**  
**[www.medasgmbh.com](http://www.medasgmbh.com)**

hereinafter referred to as "MEDAS"

and

All or each of them hereinafter referred to as "Parties" or "Party"

## **CONFIDENTIALITY AGREEMENT**

MEDAS GmbH is prepared to furnish to \_\_\_\_\_ certain information about MEDAS GmbH, which is either confidential or otherwise not generally available to the public. MEDAS GmbH or its Representatives (as defined below), together with any analyses, compilations studies or other documents prepared by either the company or its directors, officers, employees, agents or affiliates of the company (collectively, "Representatives") is hereinafter referred to as the "Information". All these information folders, brochures, product information, reference list have to be kept confidential and must not be disclosed to competitors.

### **Nondisclosure of Information**

The information, except as provided herein, will be kept confidential by \_\_\_\_\_ and will not be used other than in connection with a possible transaction with MEDAS GmbH. \_\_\_\_\_ will safeguard the Information from unauthorized disclosure and will inform its Representatives of the confidential nature of the information and their obligations under this Confidentiality Agreement. Without the consent of the company, neither \_\_\_\_\_ nor any of its Representatives shall disclose to any person (a) that the information has been made available to \_\_\_\_\_ and/or any of its Representatives, (b) that investigations, or negotiations are taking place or (c) any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

### **Notice Preceding Compelled Disclosure**

If \_\_\_\_\_ or any of its Representatives is requested, or required by applicable law, to disclose any information, \_\_\_\_\_ will notify the company to permit the company to seek a protective order or to take any other appropriate action. \_\_\_\_\_ and its Representatives will use its commercially reasonable efforts to cooperate in the company's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to the information. If, in the absence of a protective order, \_\_\_\_\_ may disclose that part of the information as is required to be disclosed.

### **Treatment of Information**

As soon as practicable, upon MEDAS GmbH written request, \_\_\_\_\_, at its option, shall destroy or return to MEDAS GmbH all copies of the information which have been provided and all written documentation based in whole or in part on any information. Notwithstanding the return of any information, or documents or materials containing or reflecting any information, all parties will continue to be bound by their confidentiality obligations and other obligations hereunder for a period of one year from the date hereof.

### **Public Information**

This Confidentiality Agreement will be inoperative as to such portions of the information that (i) are or become generally available to the public, or (ii) are or become available to \_\_\_\_\_ on a non-confidential basis from a legitimate source, other than the company or its Representatives, provided that such source is not known by \_\_\_\_\_ to be under by a contractual, legal or fiduciary obligation prohibiting such disclosure.

### **Final Agreement**

The parties hereto intend this Confidentiality Agreement to be the final expression of their agreement and as a complete and exclusive statement of the terms and provisions thereof. This Confidentiality Agreement can be modified only in a writing signed by all the parties hereto.

## Governing Laws & Jurisdiction

This Confidentiality Agreement is governed by the German laws and the parties hereby submit to the non-exclusive jurisdiction of the Berlin courts.

If this Confidentiality Agreement is accepted, please indicate by signing and returning one copy of this letter, which will constitute our agreement with respect to the matters set forth herein.

Agreed to and accepted

FOR MEDAS GmbH

\_\_\_\_\_

( Vishal Das )

Place and Date:

**Dortmund, Germany**

\_\_\_\_\_

( )

Place and Date:

\_\_\_\_\_

( Thomas Meyer )

Place and Date:

**Dortmund, Germany**

\_\_\_\_\_

( )

Place and Date: