**CONFIDENTIALITY AGREEMENT NO. 2022-11-02**

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| **INFORMATION PROVIDER/RECIPIENT** | |
| Name  B’IMPRESS c/o Balance Consulting UG (haftungsbeschränkt) | Registration number  Tax ID: DE320478133; HRB: 31295 Legal Entity Identifier – LEI: 2700192663 |
| Address Gratzmuellerstr. 5, DE-86150 Augsburg, Germany | Contact information [info@bimpress.de](mailto:info@bimpress.de) ; rb@bimpress.de |
| Representative Robert S. Brunner | Tel:+49 821 66 10 90 30 M:  Skype: bimpress1 |

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| **INFORMATION PROVIDER/RECIPIENT** | |
| Name | Registration number |
| Address | Contact information |
| Representative | Tel: M: Skype: |

**CONSIDERING THAT:**

Information provider will grant to the Recipient an access to Information Provider's financial data, business information and other Confidential Information**.**

The Parties agree on the following:

1. All and any written or informal business, financial, analytical, operational and any other form of information or data that is not publicly available and related to the Information Provider and its business (hereinafter "**Confidential Information**") will remain confidential when transferred to the Recipient.
2. The Confidential Information provided by the Information Provider includes the legal and technical documentation, advertising statistics, the results of the advertisements, statistics of the customers, financial statements, business plans, internal documents of the Information Provider, projects, originals and copies of any agreements or arrangements, business notes, calculations, methods, reports, studies, data and databases and other documents in any form, including, but not limited to electronic form, containing or otherwise displaying such information, which has been provided by Information Provider to the Recipient.
3. The Recipient will not disclose or otherwise make available Confidential Information, in whole or in part, to any third party. And will not use Confidential Information for commercial purposes without the prior written consent of the Information Provider, except in the cases specified in this Agreement.
4. The Confidentiality obligation specified in this Agreement shall remain in force upon termination of the Agreement and shall be inforce from the effective date of the Agreement without limitation upon termination of the Agreement.
5. The Recipient will not be obliged to keep Confidential information as confidential:
   1. which at the time of transfer is publicly available; or
   2. if the Information Provider agrees to disclose the Confidential Information; or
   3. if the disclosure of Confidential Information is demanded and required by the law.
6. After termination of this Agreement or within 10 days after receipt of a written request from the Information Provider, the Recipient will return to the Information Provider or destroy any information and any documents containing Confidential Information.
7. If any of the public authorities requires the Recipient to disclose any Confidential Information, such fact must immediately be notified to the Information Provider (if permitted by law), and so Information Provider could find the appropriate means to prevent such disclosure or to waive compliance with the terms of this Agreement. If such notice has been submitted, but the Information Provider has not been able to prevent the transmission / disclosure of such information, the Recipient must provide only that part of the Confidential Information that is legally required.
8. Within two years from the date of termination of this Agreement, the Recipient shall not, directly or indirectly, for their own needs or for other natural or legal persons, or on their behalf, employ Information Providers employees. Nothing contained herein shall preclude the hiring of any such employee who: (i) such Recipient was in discussion with regarding possible employment prior to the signing of this agreement; (ii) responds to a general solicitation of employment through an advertisement; or (iii) is referred to such Recipient by search firms, employment agencies, or other similar entities, provided that such entities have not been specifically instructed by such Recipient to solicit the employees of the Company.
9. If the Recipient deliberately or through negligence violates any of the obligations provided for in this Agreement, it shall compensate costs of actual damage for the Information Provider within one month after the violation.
10. If any provision of the Agreement becomes invalid, the Agreement shall remain valid, unless it ensues from the nature of such provision or from circumstances, under which it has been agreed, that it is not separable from the remaining content of the Agreement. In such case the Parties shall exert every available effort to replace the invalid provision with another provision, which will be valid, effective and enforceable and which purpose will be identical to the original provision to maximum possible extent.
11. This Agreement may only be amended or changed on the basis of written agreement between the parties.
12. Each party understands and acknowledges that neither party makes any representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information disclosed hereunder. The disclosing party shall have no liability or responsibility for errors or omissions in, or any decisions made by the receiving party in reliance on, any Confidential Information disclosed under this Agreement.
13. Neither part shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without consent shall not be unreasonably withheld.
14. The laws and regulations of the Federal Republic of Germany (registered office of B’IMPRESS c/o Balance Consulting UG) apply to this Agreement.
15. The Parties jointly declare that they meet the conditions and requirements necessary for entering into the Agreement and are entitled to enter into the Agreement, that they have read the Agreement's text, understand it, agree with it and that all provisions of this Agreement are sufficiently definite, understandable and complying with the principles of fair business relationships and good morals and correspond to true and free will of the Parties, and that this Agreement has not been entered into under duress or under any apparently disadvantageous conditions
16. Any communications, instructions (directions), consent or other communications related herein shall be deemed to be fully duly communicated if submitted personally to either Party or to the party's legal representative.
17. This Agreement has been made in two identical counterparts, of which each party shall receive one.

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| **SIGNATURES** | |
| Information Provider:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  B’IMPRESS c/o Balance Consulting UG (haftungsbeschränkt) Mr. Robert Brunner,  2022-11-02, Augsburg | Recipient:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Company name Representative name, CEO 2022-11-02, location |