

## Confidentiality Agreement (this “Agreement”),

between

**Riken Keiki GmbH**, Mergenthalerallee 15-21, 65760 Eschborn, Germany,

(“**RIKEN KEIKI**”)

(„**BUSINESS PARTNER**“)

(RIKEN KEIKI and BUSINESS PARTNER hereinafter individually a “**Party**” and collectively the “**Parties**”).

WHEREAS, RIKEN KEIKI and/or an Affiliate of RIKEN KEIKI is considering [ description of intended business relationship] (the “**Purpose**”) and such [services] and the discussion how BUSINESS PARTNER could assist with regard to the Purpose will require RIKEN KEIKI to disclose certain non-public information to BUSINESS PARTNER;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Confidential Information.** The term "**Confidential Information**" comprises any and all information, disclosed by or on behalf of RIKEN KEIKI to BUSINESS PARTNER orally or in writing, in whatever form or medium and whether marked confidential or not including without limitation:
  - a) information and/or materials relating/ concerning, but not limited to, the business affairs, finances, personnel, commercial interests, current and future services and products, clients, business strategies, business forecasts and results, intellectual property and intellectual property strategies, of RIKEN KEIKI and/or its Affiliates (as defined herein), that is disclosed pursuant to this Agreement;
  - b) information generated by BUSINESS PARTNER or its Representatives (as defined below) that is based upon or derived from the information described in (a) above.

The Parties agree that any Confidential Information relating to the Purpose released/disclosed by or on behalf of RIKEN KEIKI to BUSINESS PARTNER prior to the date hereof shall also be deemed to have been delivered hereunder and shall be subject to the terms of this Agreement.

In this Agreement, “**Affiliates**” shall mean any legal entity controlling, controlled by or under common control with a Party hereto. The term control shall mean the ability to vote fifty percent (50%) or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity. Affiliates shall in particular include for RIKEN KEIKI, its parent company RIKEN KEIKI Co., Ltd..

2. **Confidentiality and Non-Use.** BUSINESS PARTNER shall not use any Confidential Information for any reason other than the Purpose.

BUSINESS PARTNER will not disclose to any third party (except for its advisors and subcontractors that are subject either to professional confidentiality obligations or to a contractual confidentiality obligation not less strict than this Agreement in each case on a need to know basis) the fact that the Confidential Information has been provided to or received from or on behalf of RIKEN KEIKI. In addition, BUSINESS PARTNER shall not use the name of RIKEN KEIKI or any of its Affiliates in any publicity or advertising materials without RIKEN KEIKI’s prior written approval.

BUSINESS PARTNER agrees to protect the Confidential Information disclosed to it with the same degree of care as it would use to protect its own confidential information of like nature, but not less than a reasonable degree of care.

3. **Purpose.** BUSINESS PARTNER may use the Confidential Information it receives from RIKEN KEIKI only for the Purpose and disclose such Confidential Information only to such officers, employees, consultants, sub-contractors and advisors, who have a need to know the Confidential Information for the Purpose (individually a “**Representative**” and collectively, “**Representatives**”). The receiving Party shall ensure that said Representatives are aware of the confidential nature of the Confidential Information and the obligations under this Agreement and shall accept responsibility for each such Representative as if their activities in relation to the Confidential Information were carried out by the receiving Party itself. BUSINESS PARTNER shall see to it, that no Confidential Information will be shared with its Affiliates and in particular not with Career Connections GmbH as this is a competitor of RIKEN KEIKI.
4. **No duty to enter into a further Agreement.** It is understood that neither Party will be obligated to enter into any further agreement regarding the Purpose.
5. **Exceptions.** The term “Confidential Information” as used in this Agreement shall not include information that, BUSINESS PARTNER can prove:
  - a) is at the time of disclosure generally available to the public, or becomes generally available to the public other than by reason of breach of the provisions of this Agreement by BUSINESS PARTNER;
  - b) was known to BUSINESS PARTNER prior to receiving such Confidential Information from or on behalf of RIKEN KEIKI;
  - c) was or is subsequently disclosed to BUSINESS PARTNER without obligation of confidence by a third party owing no such obligations to RIKEN KEIKI in respect of that Confidential Information.
6. **Required Disclosure.** Notwithstanding any other provision of this Agreement, the disclosure of Confidential Information by BUSINESS PARTNER shall not be precluded if such disclosure is required to be made under applicable law or regulation or is in response to a valid order of a court or other governmental body of competent jurisdiction.
7. **Return of Information.** Upon request from RIKEN KEIKI, BUSINESS PARTNER will promptly return to the other, or destroy as RIKEN KEIKI may request, all Confidential Information including any Materials received hereunder.
8. **Entire Agreement and Miscellaneous.** This Agreement sets forth the entire agreement and understanding between the Parties. The terms of this Agreement shall not be amended or modified, except in writing signed by both Parties.
9. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of Germany without application of conflict of laws principles. The courts of Frankfurt am Main have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

Mergenthalerallee 15-21, 65760 Eschborn, Germany,

---

Place, Date

---

Place, Date

---

**Riken Keiki GmbH**

---

**[Business Partner]**