

Confidentiality agreement

Company Name _____
Street / No.: _____
Postal Code / City: _____
Country: _____

– herein referred to as “Interested Party” –

hereby expresses his/her binding consent vis-à-vis

Nachfolgekontor GmbH

Am Leitz-Park 4
35578 Wetzlar
Germany
Fax: +49 6441-78587-91

– herein referred to as “NFK” –

to be bound to the following provisions and any obligations resulting in this context:

- (1) NFK shall represent the shareholders of a **German construction company** (hereinafter referred to as the “Company”) intended to be sold (hereinafter referred to as the “Transaction”). The Interested Party intends to be provided by NFK with information related to the Company and its owners in oral, written, or electronic form. Any such information shall hereinafter be referred to as “Confidential Information”. NFK will be willing to make available Confidential Information to the Interested Party subject to the conditions specified below.
- (2) Confidential Information shall be deemed to not include any information which is either publicly accessible for everybody and/or will become publicly accessible without any violation of the present agreement or can be derived from any publicly accessible information and/or any information which has become publicly accessible without any violation of the present agreement.
- (3) The Interested Party shall be obliged to maintain absolute confidentiality with regard to any and all Confidential Information, the discussions themselves, the names of the companies and individuals involved which/who demonstrate any interest in the sale, as well as the present agreement, provided that this does not violate any compulsory obligations.
- (4) Confidential Information must not be disclosed to any third parties without the prior written approval of NFK. Third parties shall be deemed to also include any affiliated companies and subsidiary companies. The Interested Party shall be obliged to limit to the absolute minimum necessary for the assessment of any possible acquisition the number of individuals gaining access to the Confidential Information (including the employees of the Interested Party). The Interested Party shall be obliged, in particular, to ensure compliance with the confidentiality provisions defined in the present agreement by any individuals, to whom any Confidential Information have been made available by the Interested Party and shall also be jointly and severally liable for their violations.
- (5) The Interested Party shall be obliged to not establish any contact with the stockholders (shareholders), the company management, the supervisory bodies or any other corporate bodies or employees of the company concerned without the explicit prior written approval of NFK.
- (6) At the request of NFK, the Interested Party shall be obliged to return to NFK any written Confidential Information, including all copies, made available to the Interested Party until such point in time. The Interested Party shall destroy any evaluations of the Confidential Information as well as any related documents and all copies, provided that this does not violate any compulsory obligations. Any digital elements shall likewise be regarded as copies.
- (7) Any and all claims to which NFK is entitled vis-à-vis the Interested Party in accordance with the present agreement (including any claims for compensation for damages) may also be asserted by the Company and/or its shareholders. In the event of any violation of the obligations to be fulfilled by the Interested Party in accordance with the present agreement, the Company and/or the Company's shareholders may claim compensation for any own damage incurred by the Company and/or by the Company's shareholders.
- (8) The present agreement shall be subject to German law. It shall come into effect once it has been undersigned by the parties and shall have a fixed term of 24 months, subject to the provision that the obligations in accordance with clause (6) shall remain in force in any event until any Confidential Information has been surrendered, destroyed and/or deleted in compliance with the agreement. Any modifications of or amendments to the present agreement as well as any cancellation shall require written form.

Place, Date

Management's Signature

Reference Person: _____
Phone: _____
E-Mail: _____