

# DECLARATION OF CONFIDENTIALITY



ATLAS WEYHAUSEN GMBH

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of \_\_\_\_\_ ("**Supplier**") in favour of  
**Atlas Weyhausen GmbH, Visbeker Straße 35, D-27793 Wildeshausen**

The Supplier, \_\_\_\_\_

has signalled an interest in entering into negotiations with Atlas concerning the possible supply of components for Atlas products. For Atlas it is a prerequisite for the commencement of such negotiations that the contents thereof and the information provided by Atlas to the Supplier – of no matter what nature – are confidential in character. The Supplier accordingly enters into the following undertakings:

- 1.** We undertake to maintain silence towards third parties regarding the fact that we are conducting negotiations pertaining to our possible future cooperation.
- 2.** The information provided by Atlas – orally or in writing – to the Supplier or to any advisors whose services it may have engaged, including any samples and models are also strictly confidential. Only such information and documents are not of a confidential nature that:
  - a)** are already public knowledge or are made public during the talks and negotiations without the Supplier, its employees or advisors bearing the responsibility for this.
  - b)** are already known to the Supplier or which become known during the talks with Atlas without the violation of any confidentiality agreement, statutory regulations or official directives. Should the Supplier already have knowledge of the information and documents provided by Atlas or should it gain any such knowledge it shall inform Atlas hereof in writing immediately.

The Supplier shall use the information and documents provided to it exclusively for the examination of and negotiations pertaining to any possible future supplier relationship with Atlas and, within its own company, only disclose the same to those of its employees and advisors who are committed to secrecy by way of their professions and who are involved in this examination process. The Supplier shall not use the information and documents handed over to it for any other purposes – also not of its own –, in particular not for competitive purposes, and neither shall it forward them to third parties or publicly disclose them. The Supplier guarantees that this obligation shall also be observed by the employees and advisors whose services it engages. The confidential information and documents covered by this declaration shall remain the sole property of Atlas.

In the event that the talks between the Supplier and Atlas should not lead to the conclusion of a supply contract the Supplier undertakes to return all written information and documents handed over to it as well as any copies it may have made thereof to Atlas and also to destroy any records it may have made or documents it may have compiled on the basis of such information and documents and to permanently delete any corresponding electronically stored data and information. The obligation the Supplier is under to treat the information and documents handed over to it as confidential shall not be affected by the fruitless termination of the talks between it and Atlas and the return or destruction of written information and documents or the deletion of comparably information and/or data.

- 3.** The Supplier shall guarantee that this confidentiality agreement shall also be heeded by the employees and advisors whose services it engages and that the latter shall be obligated to secrecy in the same manner.
- 4. Data Protection Obligations**
  - 4.1** The supplier is obligated to comply with the provisions of the German Federal Data Protection Act and/or the EU General Data Protection Regulation (GDPR).

- 4.2** If the supplier collects, processes, or uses personal data of Atlas in the course of providing its services („data processing on behalf“), the supplier shall, upon request by Atlas, additionally enter into an agreement on data protection and data security in accordance with Article 28 (3) of the EU General Data Protection Regulation (GDPR).
- 4.3** The supplier undertakes to collect, process, and disclose personal data solely for the purpose of fulfilling the contract.
- 4.4** If the supplier transfers this data to countries outside a member state of the European Union or a contracting state of the European Economic Area, it shall enter into the necessary agreements with Atlas to maintain an adequate level of data protection at Atlas. If the supplier uses subcontractors for this purpose, it shall ensure—upon request by Atlas—that such subcontractors also conclude appropriate agreements with Atlas.
- 4.5** The supplier shall ensure that all persons involved in providing its services are trained in data protection law and are obligated to maintain data confidentiality during and after their employment.
- 4.6** The data protection officer of Atlas must be provided with the required information and documentation upon request.
- 5.** In the event of an ongoing, intentional or negligent violation of the duties that derive from this confidentiality agreement the penalty shall be due for every month of said violation. The right to assert any further losses is reserved by Atlas.
- 6.** The Supplier is agreed that all disputes that arise in connection with this contract shall be decided by those courts that have jurisdiction over the place where Atlas has its business domicile. German law shall be applied to all claims connected with this contract.
- 7.** The supplier agrees that all disputes arising from or in connection with this declaration shall be settled by the courts with jurisdiction at the registered office of Atlas. All claims arising from or in connection with this declaration shall be governed by German law.

Date, place: \_\_\_\_\_ Signature of Supplier: \_\_\_\_\_

Name of Supplier's representative in block capitals/position \_\_\_\_\_