



Confidentiality declaration

by

- hereinafter: Partner

vis-à-vis

NIMAX GmbH
Otto-Lilienthal-Str. 9
D 86899 Landsberg

- hereinafter: NIMAX -

Preamble

NIMAX provides over 10,000 articles for specialist dealers as a retailer and wholesaler in the field of astronomy, sport optics, consumer optics and other areas. It has built up a database for the articles provided, which also includes confidential data in addition to generally known product information. The Partner intends to use the confidential data of NIMAX for, among other things, order processing, its own goods management system or for presentation on websites and/or accessing the NIMAX WebShop with the login data provided by NIMAX.

The Partner therefore hereby declares the following:

1. Object of the Agreement

1.1 The object of the Agreement shall be the transfer of confidential information by NIMAX to the Partner. NIMAX shall provide the partner with data as Excel or CSV files at irregular intervals for this purpose. If necessary, data may also be offered via an interface or for download on the website via an individual login.

1.2 The Partner shall undertake only to use the data for the purpose mentioned and treat it as strictly confidential.

1.3 Confidential information shall be all information and documents identified as confidential, including the objects containing confidential information (such as data carriers or documents of all kinds that can be read by machines or persons).

1.3.1 The Partner shall already declare that irrespective of any absent confidentiality declaration the following information and documents of NIMAX shall in particular be regarded as confidential information:

- operating and business secrets
- purchase prices
- product availability
- EAN codes
- recommended retail prices
- statistics
- access data, passwords
- customer and user data
- price lists
- working methods and technologies
- competition infringements
- the contents of this Agreement

1.3.2 All information which particularly involves persons working for NIMAX shall also be covered by the confidentiality.

1.3.3 Orally communicated information shall also be regarded as confidential if it was designated as confidential at the time of communication and subsequently confirmed as confidential in writing.

1.4 All confidential information and documents are and shall remain property of NIMAX. NIMAX shall not transfer any express or indirect rights to the confidential information through the transfer to the Partner.

2. Confidentiality

2.1. The Partner must preserve the strictest confidentiality regarding confidential information for an indefinite period, including after achievement of the contractual purpose or termination of this Agreement.

2. The Partner shall in particular undertake

2.2.1 to preserve confidential information at a location that is secure against access by third parties.

2.2.2 not to pass on confidential information to third parties or bring to the notice of third parties in another manner, including orally, without written approval by NIMAX.

2.2.3 to guarantee that obligations arising from this Confidentiality Agreement are also observed by all employees and to demonstrate this on request by NIMAX by submission of written agreements.

2.3 The confidentiality obligation shall lapse with regard to this information if NIMAX makes information it had designated as confidential publicly accessible or if this information enters the public domain or this information is disclosed to the Partner by third parties in a lawful manner.

3. Contractual penalty

3.1 The Partner shall undertake in the event of an infringement of this confidentiality obligation to pay a contractual penalty for each individual case determined of contravention to NIMAX to an amount that may be set by NIMAX at its reasonably exercised discretion, but which may be checked by the local Higher Regional Court in the event of dispute with regard to its appropriateness.

3.2 This contractual penalty shall not limit the financial liability for the Partner if the loss caused to NIMAX is greater. The Partner acknowledges that the compensation of financial losses cannot represent any adequate compensation for the unauthorized disclosure of confidential information and that NIMAX may also proceed by bringing charges with the responsible authorities or in court against this infringement without waiving recourse to other rights or remedies.

4. Guarantee

NIMAX shall not assume any guarantee or liability for the correctness, actuality and/or completeness of the data.

5. Term, contractual termination

5.1 The Agreement shall enter into force upon signature by the Partner and run for an indefinite period.

5.2 The Partner shall be entitled to ordinary termination with a period of notice of two weeks. The termination must be declared in writing. The right to exceptional termination for cause shall be unaffected by this.

5.3 The Partner shall be obliged to delete all confidential information received from NIMAX immediately after termination of the Agreement and to notify NIMAX in writing of the deletion within five working days after the end of the Agreement.

6. Miscellaneous

6.1 The parties agree on the application of the law of the Federal Republic of Germany with regard to all legal relationships arising from this contractual relationship. The application of UN commercial law and of German private international law is excluded.

6.2 The legal venue for all disputes arising from or in connection with this Agreement shall be Landsberg am Lech, Germany.

6.3 Should provisions of this Agreement prove to be invalid, this shall not otherwise affect the validity of the remaining provisions. In this event, the provision which comes closest to the invalid one from a business point of view must then be applied. The same shall apply to a regulatory gap or unenforceable provision.

Place: _____

Date: _____

Signature and stamp: _____

Name of the signatory in capital letters: _____

DEALER APPLICATION

Please fax to: +49 8191 940 499 or E-Mail to: reseller@nimax-gmbh.de

Please fill in all the details below, legibly and completely, and fax or email this form to the fax number or email address provided above.

After registration you will receive the current Omegon price list.

Are you also interested in the dealer price list for our entire product line?

No Yes → Please send the completed Confidentiality Agreement on page 2.

COMPANY DETAILS

Company name:

Street / No.:

Postcode / City:

E-Mail (general): Web/Shop:

Telephone: Fax:

Number of employees: VAT number*:

Information about your firm or line of business:

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*only required for dealers within the EU.

CONTACT PERSON

Name:

Position:

Extension number: E-Mail:

Please also fax us your trading licence/extract from the Commercial Register along with this registration. (only required for dealers within Germany)

.....
 Place, Date

.....
 Company stamp, Signature