

Secrecy undertaking

The contractual partners are FiBL Projekte GmbH, Kasseler Straße 1a, 60486 Frankfurt/Main, Germany, and the customer.

Regarding the handling of confidential information about the customer's product(s) (hereinafter 'the product') as technical data and information on composition (hereinafter 'information'), FiBL Projekte GmbH undertakes as follows:

- (1) not to use the information provided for commercial purposes;
- (2) to use the information provided exclusively to assess the product for its suitability for use in organic production;
- (3) not to disclose the information to third parties;
Employees of FiBL Switzerland and EASY-CERT services Betriebsmittelbewertung (formerly InfoXgen) who are core partners and members of the European Input List team and who are bound by rules of confidentiality at least as strict as those established here are not considered as third parties.
Only employees who require information about the product for the above reasons will have the information disclosed to them.
- (4) to return or destroy information about the product originally provided by the company, should the company ask for that. If the information is reclaimed, the product will no longer be listed.
- (5) not to make copies or extracts of the information.
- (6) The above mentioned obligations regarding information shall no longer be valid if FiBL Projekte GmbH can provide comprehensible reasons:
 - (6.1) to information that has become known to the public without this agreement having been breached.
 - (6.2) to information that was already accessible to FiBL Projekte GmbH before it received it from the company.
 - (6.3) to information that have been provided to FiBL Projekte GmbH by third parties without the latter obtaining the information directly or indirectly from the company.
- (7) FiBL Projekte GmbH is permitted to disclose information if this is done on behalf of the competent court or an administrative authority, provided that FiBL Projekte GmbH has informed the company in writing and has made reasonable efforts to limit the scope of the disclosures and to obtain confidentiality agreements from the competent court or administrative authority regarding the information that must be disclosed in the course of the above-mentioned order.
- (8) the intellectual property resulting from the processing of the information is to be regarded as the intellectual property of the company; FiBL Projekte GmbH will transfer these rights to the company on request.
- (9) This contract shall not be considered to transfer any rights in the Information to FiBL Projekte GmbH, except as described in this assurance.

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Other transfers of rights must be regulated in a separate license agreement or another form of contract.

- (10) This contract is valid for ten years from receipt of the information.
- (11) This Agreement shall be governed by and construed in accordance with German law, except in cases of conflict of laws. The parties hereby irrevocably agree Frankfurt am Main as the exclusive place of jurisdiction and place of performance, without limiting the right of objection.

Stamp, Signature