

Confidentiality agreement

- hereinafter referred to as Bidder –

vis-à-vis

Auktion & Markt AG, Klarenthaler Straße 83, 65197 Wiesbaden

- hereinafter referred to as Auctioneer

The Auctioneer and the Bidder have entered into a business relationship with one another. Insofar as the Auctioneer has, in this context, provided to the Bidder information of any kind or form relating to the business activities or services of the Auctioneer at URL www.propertybid.de, including properties put up for auction at the forenamed URL, the parties hereby agree to the following:

1. The Bidder pledges to treat the information supplied by the Auctioneer with strictness confidence. The term “information” shall be defined in the broadest possible manner and shall include any and all visual materials such as data, written materials, records, notes, documents, etc. In this regard the Bidder pledges to treat the information provided by the Auctioneer in the same manner with which he would treat his own affairs.

Confidential information shall also include such information made known during oral presentation or discussion.

2. The term “information” shall not, however, encompass information that is public knowledge. Publically available information is such information as is available to the Bidder without reference to the agreed confidentiality. The term “information” also does not encompass information which the Bidder obtained himself, provided this can be verified by written records from the Bidder or through other means and provided such does not constitute a breach of any obligations set down in this agreement.

3. Bidders who have received confidential information shall refrain from unauthorized use, disclosure, publication or distribution of this information and shall apply the same level of care as is applied to the Bidder’s own affairs. The Bidder further pledges not to reproduce, distribute, disclose this information, either independently or through other persons, for use by third parties, or to use this information for other purposes, excepting where the Bidder has first obtained prior written approval from the Auctioneer.

Information provided, or portions thereof, may be imparted only to those employees or agents (hereinafter “representatives”) involved in the activities concerned here or who were informed as to the confidentiality of the information provided. The Bidder expressly declares that he shall assume responsibility for any culpable breach by his representatives. For any infringement, the Bidder pledges to pay to the Auctioneer an amount of 10,000 euros, to be verified in the event of a dispute by a court of law, excluding objections in regards to continuing offence.

4. The Bidder shall return to the Auctioneer all originals and copies of the information described above within ten (10) days of being requested to do so by the Auctioneer.

5. The Auctioneer is excluded from liability with respect to the correctness, completeness and accuracy of the information provided. This applies in particular to the respective property documentation made available by the seller.

6. The Auctioneer is entitled to make contact with other interested bidders as well as to provide them with information.

7. All provisions of this agreement expire after three years.

8. Should any provision of this agreement be or become invalid, the validity of the remaining provisions shall not be thereby affected. In such an event, the parties shall supply a provision that equates with the intended economic purpose of the ineffective or voided provision or which comes closest to it.