
I. No Disclosure Agreement_ Works visits/Inspections

The company **Jokey France S.A.S**
 Zone Industrielle N°1
 F - 62113 Labourse

Preamble

In the course of the works visit, the Visitor will inevitably gain information about Jokey's operating and business secrets. The Visitor recognises that Jokey has a strong commercial interest in maintaining the secrecy of these facts. In order to safeguard this interest, the parties hereby agree the following:

1. The Visitor undertakes not to disclose any operating and business secrets of Jokey of which he/she becomes aware during the works visit in Jokey France. This undertaking, firstly, prohibits the Visitor from passing secret information to third parties. Secondly, he/she undertakes not to make use of this information in any way in the company for which he/she works, for example in its own production.

2. It is prohibited, in particular, for the Visitor to carry along mobile-phones, to create written, audio or visual records on the works premises of Jokey and/or to take samples and articles from the works premises insofar as Jokey France has not given its prior express consent in writing.

3. The parties agree that the business and operating secrets include, in particular, the manufacturing process, the manufacturing sequence, machine types, materials and auxiliary substances used and the names of suppliers and buyers.

4. The obligations contained in Item 1 of this agreement do not apply to information which

- was already legitimately known to the Visitor before the works visit without any obligation to non-disclosure,

- is or will be accessible to the public, without any action taken by the Visitor,

- has been released in writing by Jokey.

Insofar as the Visitor invokes one of these exceptions, he/she must prove the existence of the preconditions.

5. The Visitor further undertakes to follow the instructions of Jokey employees during the works visit and, in particular, to observe all hygienic measures (as stated in item, following page).

6. In the case of a breach of the non-disclosure agreement in Item 1 and/or the recording prohibition in Item 2 of this agreement, the Visitor undertakes to pay Jokey for each case of infringement a contractual penalty to the value of 25,000.00 € (in words: twenty-five thousand EURO). Jokey reserves the right to make further claims for damages.

II. Guidelines for Safety, Hygiene and Cleanliness

Preamble

By the intended Works Visit/Inspection the Visitor will enter a production site for food packaging. Therefore the industrial premises underlies particular guidelines for hygiene and cleanliness. In order to respect those guidelines as well as for reasons of your own safety the above mentioned parties agree further more:

The Visitor obliges

- a) To wear the clothing and hair protection provided
- b) To wear the beard cover when he has a beard
- c) To take off jewellery – except wedding rings – and wrist watches
- d) To disinfect his/her hands prior to entering the production site
- e) Not to smoke
- f) To declare that he/she is at good health conditions; particularly that he/she is not afflicted with a contagious disease.
- g) To respect the policy of glass or brittle plastics in the factory

Rules QHSE and no disclosure



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