



I. Non-Disclosure Agreement-Works Visits/Inspections

Preamble

The Customer intends visit the production areas of Jokey. In the course of the works visit, the Customer will inevitably gain information about Jokey's operating and business secrets. The Customer recognizes that Jokey has a strong commercial interest in maintaining the secrecy of all aspects of their processes and procedures. In order to safeguard this interest, the parties hereby agree the following:

1. The Visitors agrees not to disclose any operating and business secrets of Jokey of which he/she becomes aware during the works visit at Jokey. This agreement, firstly, prohibits the Visitor from passing secret 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 take mobile-phones into the production area, to create written, audio or visual records on the works premises of Jokey and/or to take samples and articles from the works premises unless Jokey has 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, machines types, materials and auxiliary substances used and name 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.

If the Visitor wishes to invoke one of these exception, he/she must prove the existence of the preconditions.

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

If the intended Works Visit/Inspection requires that the Visitor enters a production site for food packaging the following guidelines for hygiene and cleanliness must be followed for reasons of hygiene and personal safety.

The Visitors is obliged to:

- a) To wear clothing and hair protection provided
- b) To visibly attach the visitors badge obtained from the personnel department
- c) To wash and disinfect his/her hands prior to entering the production site
- d) To take off jewelry- except wedding rings- and wrist watches
- e) Not to smoke
- f) To declare that he/she is not suffering from any disease or condition which may adversely affect product
- g) Submission of the following declaration:

I declare that I am not a carrier of diseases, and in particular that I do not suffer from a contagious disease that jeopardises health security.