

Secrecy undertaking

of

FiBL Projekte GmbH
Kasseler Straße 1a
60486 Frankfurt am Main
GERMANY

to the Company

FiBL customer ID:

In consideration of the disclosure to it by the Disclosing Party of information related to all product(s) (hereinafter called 'the Product'), in the form of technical information and composition (hereinafter called 'the Information'), FiBL Projekte GmbH undertakes as follows:

- (1) Not to use the Information provided for commercial purposes.
- (2) To use the Information only to evaluate whether the Product applies to the guidelines of organic production.
- (3) The Recipient will not disclose the Information to any third party. Employees of FiBL Europe, FiBL Switzerland and EASY-CERT services Betriebsmittelbewertung (former InfoXgen), who are core partner and member of the European Input list team, who are bound by confidentiality obligations not less strict than those set out herein, will not be regarded as third parties. Employees of organic control bodies collaborating with FiBL in the publication of Input lists and bound by confidentiality obligations not less strict than those set out herein will not be regarded as third parties. Disclosure will be made only to those employees who need to know the Information for the purpose set forth above.
- (4) If so requested by the Company, to return or destroy any documents containing the Information supplied by the Company. However, if the Information is redrawn from the FiBL Projekte GmbH, the listing of the product is omitted.
- (5) Not to copy any documents containing the Information, nor to take any extracts therefrom.

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- (6) The above obligations shall not apply or shall cease to apply to Information which the FiBL Projekte GmbH can show to the reasonable satisfaction of the Company:
 - (6.1) to information which has become generally available to the public otherwise than through violation of this undertaking;
 - (6.2) to information which was already in the FiBL Projekte GmbH's possession prior to its acquisition from the Company;
 - (6.3) to information which has been received from a third party who did not acquire it directly or indirectly from the Company.
- (7) FiBL Projekte GmbH may disclose the Information if required pursuant to an order of competent court or administrative agency, provided that FiBL Projekte GmbH has informed the Company in writing thereof, and has used reasonable efforts to limit the scope of the disclosure and to obtain confidential treatment by the court or administrative agency of the Information disclosed pursuant to such order.
- (8) Any intellectual property rights created by using the Information will be the property of the Company and FiBL Projekte GmbH will assign such rights to the Company upon its request.
- (9) This undertaking will not be construed as conferring to FiBL Projekte GmbH any rights to the Information except as explicitly stated herein or as an obligation of the Company to enter into any licence or other agreement with the FiBL Projekte GmbH.
- (10) This undertaking shall be valid for ten years after the receipt of Information.
- (11) This agreement is governed by, and construed in accordance with the laws of Germany, except as they relate to the conflict of laws. The parties hereby irrevocably submit to the exclusive jurisdiction of the ordinary courts of Frankfurt / Main, Germany, without restricting any right of appeal.

Signed on behalf of:

FiBL Projekte GmbH Place Frankfurt / Main

Date _____

Signature /
Mark _____