

CUSTOMER PROTECTION AGREEMENT

Between the **ITC | IT Brokerage - Trading - Consulting** (Bernd Kinscheck) and **The company Mustermann Deutschland** strives for contractual cooperation.

In this context, confidential information is disclosed, and, above all, customer data is passed on. Therefore the following customer protection agreement is made:

ITC | IT Brokerage · Trading · Consulting
Bernd Kinscheck
Lindhorst 2
D-25785 Nordhastedt

- hereinafter referred to as *ITC* - and

Fa. Mustermann Deutschland
Hugo Mustermann
Schokoladenstr. / Ecke Abgebissen
X-00000 Musterstadt

- hereinafter referred to as contracting party ("CP") - the following customer protection agreement is concluded.

1. CP undertakes to provide customer names or customer-related data, which he has received through ITC or based on the mediation of ITC, in any way for himself to use or to pass to third parties. In particular, he undertakes for 48 months not to enter into direct business contact with the customer of ITC himself and not to enter into direct contractual or business relations with the customer of ITC or to conclude similar contracts with the customer of ITC for this period. CP undertakes to impose a similar obligation on its employees as well as on other persons it uses to fulfill its obligations.

2. CP assures that it will not use any data, materials, and information which it has received from ITC or the customer of ITC during the execution of the contract, as well as the knowledge about the customer, his needs and his individuality acquired in this way, for itself or third parties.

3. In case of a culpable breach of one of the obligations regulated in clause 1 or 2 of this customer protection agreement, CP undertakes to pay a contractual penalty of 5,100 EUR to ITC, which will not be credited against any damage suffered by ITC as a result of the breach of contract.

4. CP will indemnify ITC against all claims for damages or costs (including court fees and reasonable attorneys' fees) arising out of any breach of this Agreement. This obligation also extends to any breach of the Agreement by employees or other agents of CP or its affiliates.

Place, Date: _____

Place, Date: _____

ITC: _____

CP: _____