

Terms of Use of DGNB Confidential Information

By getting information, including criteria, samples, technical data, processing methods and other know-how in connection with and relevant to the DGNB System (hereinafter collectively referred to as "Confidential Information"), the recipient of these information (hereinafter "Recipient") declares to DGNB GmbH (hereinafter "DGNB") his/her acceptance of the following Terms of Use.

1. The Recipient undertakes to make a commitment to treat confidentially the Confidential Information placed in his or her care, not to make it accessible to third parties, to use it exclusively for his or her purposes. He or she shall hold the Confidential Information in confidence for infinite time and only make use of the information within the terms of an explicit agreement with the DGNB. He or she will not pass the Confidential Information on to third parties without explicit prior written approval by DGNB, nor will he or she provide any third parties with any indication of its content. Copying or publication is forbidden, other than with the explicit approval of DGNB.
2. The Recipient is obligated to require those persons in his or her employment who gain any knowledge of the Confidential Information and related technical, economic knowledge or experience, to enter into the same commitments he or she is obligated towards DGNB. Within the given legal limitations, the Recipient will require these persons in his or her employment to comply with this requirement in continuity even after their ceasing to work for him or her.
3. The Recipient will dedicate the same care and diligence to maintain this confidentiality as he or she does with regard to his or her own Confidential Information.
4. Documents or samples which embody Confidential Information remain the property of DGNB. The Recipient will return all Confidential Information and any copies thereof, irrespective of quantity, to the DGNB upon demand, or provide the DGNB with incontrovertible proof of its permanent destruction.
5. DGNB is entitled to levy a contractual penalty for any deliberate or grossly careless violation of duties enumerated above. The magnitude of the contractual penalty levied will be determined by DGNB on a case-by-case basis, however this will be no less than EUR 1,000.00 in any event.
6. The contractual levy is due for payment starting from the date when the Recipient receives written notification.
7. Neither the notification, nor the payment of the contractual levy affect DGNB's right to invoke a legal injunction or to make a claim for compensation in excess of the contractual levy against the Recipient. Any contractual levy duly notified and paid will be fully taken into account against any such compensation payment.
8. In providing the Recipient with access to Confidential Information, DGNB does not provide the Recipient with any rights of use, licence, ownership, or any other rights relating to this Confidential Information as long as no other implications arise from these terms of use or another agreement.
9. These Terms of Use are subject to the law of the Federal Republic of Germany and have to be interpreted exclusively consistent with German law and usage of terminology.
10. Stuttgart shall be the place of jurisdiction for all legal disputes arising from or in connection with these Terms of Use (including those concerning their validity).

Status as on Dec. 16, 2014