

Registration

for the Ideas Contest Steinwerder-Süd



Part I

Participant's Information according to Sec. VI.3) of the EU Notice

Request to submit a company name and an email address for receiving information. This information (part I and II) enables interested participants to register for participation in the ideas contest Steinwerder-Süd. Following registration, participants will be able to retrieve all papers and documents necessary for participating in the ideas contest (in particular the Information Memorandum) from HPA. All registered participants will receive the data necessary for accessing the documents as well as information on further steps in the procedure at the email address they specified during the registration.

Note: All shaded fields contained in part I and II are mandatory fields. No access to the documents can be given, unless this information is provided. Please send the completed registration documents to hpa.stsued@twobirds.com. The registration period for participation will end on 23 February 2017.

Information of the Participant (please complete in print)

Name / business name of the company:

Complete name of the person acting herein:

Email address:

Part II

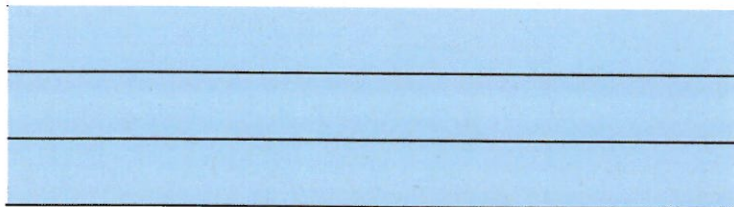
Non-Disclosure Agreement

between

Hamburg Port Authority *Anstalt des öffentlichen Rechts*, represented by the management, Neuer Wandrahm 4, 20457 Hamburg,

–hereinafter referred to as “**HPA**”–

and



–hereinafter referred to as “**Participant**”,
together the “**Parties**”.

Art. 1 Subject Matter

- (1) HPA is conducting an international ideas contest. In the context of this ideas contest, HPA will provide an Information Memorandum to the Participant - and also to other participants. The Participant will prepare a concept on the basis of this Information Memorandum.
- (2) Both the information provided, orally or in writing, by HPA to the Participant for the preparation of their concept, and the information that the Participant will subsequently transmit in their concept, constitute predominantly confidential information that requires special protection.
- (3) In this Non-Disclosure Agreement, each of the Parties will be granted protection for the confidential information that will be exchanged in the context of the ideas contest.

Art. 2 Confidential Information

- (1) Confidential information as used in this Non-Disclosure Agreement means any information that
 - a) one of the Parties has explicitly identified in writing as confidential;
 - b) constitutes protected information as defined in Sections 17, 18 of the *UWG* [Act Against Unfair Competition], in particular know-how;
 - c) is protected by intellectual/industrial and other property rights, e.g. draft materials for software (cf. Sec. 69 a (1) of the *UrhG* [Act on Copyright and Related Rights]);
 - d) is covered by bank secrecy or data protection or any similar duty of secrecy or is of a similar nature as the data protected by bank secrecy or data protection; or
 - e) for which the disclosing Party's interest in secrecy results from the nature of the information.

"Information" means both data and the data carriers containing the data.

- (2) The inclusion of information in confidential information no longer applies or ends if
 - a) the information is in the public domain;
 - b) the disclosing Party waives the protection, in writing; or
 - c) the receiving Party gained knowledge of the information in any other way than from the disclosing Party and without the violation of any duty of secrecy.

Whosoever invokes one of these exceptions shall carry the burden of proof.

Art. 3 Permitted Dealings

- (1) The receiving Party may handle the information in the manner and to the extent (incl. copying) as is appropriate and customary for conducting the ideas contest or as described in the Information Memorandum. Insofar as confidential data was

transmitted to HPA, HPA shall be entitled to use this data, in particular, for conducting a plan approval procedure (*Planfeststellungsverfahren*) and for conducting an award procedure, insofar as that is appropriate and customary.

- (2) The receiving Party may provide the information only to those of their employed staff members who are involved in the ideas contest and to the extent that corresponds to the relevant employee's tasks in the ideas contest. They may also provide this information to their external advisors to the same extent.
- (3) The receiving Party may provide the information to third parties if the disclosing Party has given their prior written consent.
- (4) The receiving Party may disclose the information insofar as they are obliged to do so by law or by authorities. In doing so, they shall observe Art. 4 (3) hereof.

Art. 4 Duties

- (1) The receiving Party will protect and secure the confidential information with the required diligence, at least with the diligence they apply in protecting their own comparable information. The information will be kept and secured in a manner to exclude any type of abuse and unauthorised knowledge or inspection.
- (2) The receiving Party will notify the disclosing Party without undue delay and in writing if they gain knowledge of or suspect an impending or actual violation of the disclosing Party's interest in secrecy. The disclosing Party's interest in maintaining secrecy as against anybody shall hereby be protected.
- (3) The receiving Party will inform the disclosing Party in advance of any disclosure of the information according to Art. 3 (4) hereof.

Art. 5 Term of the Obligations

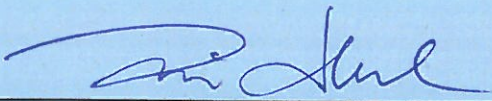
The obligations arising from this Non-Disclosure Agreement shall apply without any restriction as to time.

Art. 6 Term of the Agreement

- (1) Either Party may terminate this Non-Disclosure Agreement at any time, however no earlier than at a time at which the ideas contest referred to in Art. 1 is concluded.
- (2) The Non-Disclosure Agreement will terminate, in any case, upon expiry of a full calendar year after conclusion of the ideas contest.

Art. 7 Final Provisions

- (1) Amendments and supplements of this Non-Disclosure Agreement shall be made in writing to be effective. The written form requirement can only be waived in writing. The transmission in text form, in particular by fax or email, suffices to comply with the written form requirement.
- (2) If any provision of this Non-Disclosure Agreement is or becomes ineffective, the remaining Non-Disclosure Agreement shall remain in full force and effect. The Parties are obliged to replace the ineffective provision by an effective provision that comes as close as possible to the economic purpose of the ineffective provision. The same applies in case this Agreement contains any gap in its provisions or loophole.
- (3) The laws of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Place of performance and place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be at the registered office of HPA.

Hamburg, <u>13. 1. 2017</u> 	<hr/>
Hamburg Port Authority	Participant