

Evidence that one of the foregoing exceptions applies shall be furnished before use or publication of the information or documents.

- 15.4. Even in cases where information and/or documents are not in themselves subject to confidential treatment in accordance with the foregoing provisions, COMPANY may nevertheless not disclose to third parties that G&D uses this specific information and/or these specific documents in its business activities.
- 15.5. G&D reserves the right to apply for the award of industrial property rights to the information and/or documents it makes available and to use the rights emanating from any resulting property rights.
- 15.6. The provision regarding the obligation to maintain confidentiality shall survive termination or expiry of the Agreement by sixty (60) months.
- 15.7. All above mentioned rules for confidentiality are also valid for confidential information from COMPANY to G&D.

16. Term of the Agreement, Termination, Statute of Limitations

- 16.1. This Agreement shall come into force on 01st April 2002.
- 16.2. The Agreement shall remain in force until 31st December 2003. It is renewed tacitly for always a further year, unless it is terminated in writing by either contracting party at least six months prior to its expiry.
- 16.3. The right to terminate this Agreement for good cause remains intact. Good cause for a termination by G&D is given for instance by:
 - a material change in the ownership and/or management structure of COMPANY (cf. 11. above);
 - breach of the ban on competition despite issue of a warning and setting of a time limit of one month by G&D;
 - a not immaterial failure to meet obligations under this Agreement or individual agreements concluded on the basis of this Distribution Agreement despite issue of a warning and setting of a time limit of one month by G&D;
 - non-fulfillment of the minimum purchase obligation in accordance with Annex 3, 1. below by more than 30 % (thirty percent) of a PRODUCT which COMPANY also fails to balance out within an extension period of three months;
 - a culpable non-compliance with the obligation to provide G&D with a quarterly forecast as set out in Annex 3, 2. below, despite issue of a reminder by G&D setting a period of one month within which the said obligation must be met.