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VIA EMAIL ONLY

Mr. Michael Neustel
Neustel Law Offices LTD
2534 South University Drive, Suite 4
Fargo, North Dakota 58103
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Re: Mr. Michael Neustel's and Mr. Monte Bond's Tortious Interference with
Buergofol's Contract With Dr. Kurt Stark - Contempt of Court Order

Dear Mr. Neustel:

I write you regarding your communications with Dr. Kurt Stark.

A. Tortious Interference With Contract

You have been aware, and you are reminded here, of a contract between Buergofol GmbH and Dr. Kurt Stark. You have had, and now have, a copy of that contract. (BF13546-BF13555) You also have an English translation of that contract. (BF13556-13565) We know that you are well aware of the contract and its secrecy provision 9 because you have argued extensively about it in court filings. You have known, and are reminded here, of Sections 9.1 and 9.2 of that contract, replicated below.

9. Secrecy

- 9.1 The employee shall maintain secrecy about all company and business secrets of the employer as well as all other matters and processes of the employer which come to his knowledge in the course of his work. The employee shall ensure that third parties do not obtain unauthorized knowledge. This applies in particular to recipes, but is not limited to calculations and sales documents, customers, personnel, contractual relationships of any kind. The obligation to maintain secrecy also applies to matters and procedures concerning the employer's business partners.
- 9.2 The obligation to maintain confidentiality of all company and business secrets shall survive the termination of the employment contract.

You, as an individual, are not tortiously to induce Dr. Stark to breach that contract with Buergofol. Any information known to Dr. Stark about Buergofol, that is confidential and not known to you and Omega, which would assist you or Omega in any way in taking any action against the interests of Buergofol, is information that Dr. Stark is prohibited pursuant to the contract from disclosing to you. Dr. Stark is aware of company and business secrets that came to Dr.

Stark's knowledge in the course of his work at Buergofol, including happenings and inventor impressions of events that occurred before the filing date of Buergofol's patents. Dr. Stark is also aware of a vast amount of confidential information relating to Buergofol products, research and customer relations pertaining to Buergofol products and technology, and all that information is confidential to Buergofol. Dr. Stark has knowledge of confidential information about the Buergofol/Saertex relationship, for example. Dr. Stark is aware of many Buergofol trade secrets, and other confidential and sensitive information. You are not to interact with Dr. Stark so as to induce Dr. Stark to breach his contract with Buergofol by giving you any information about Buergofol that you otherwise did not know, that would be helpful to you and Omega in *Buergofol GmbH v. Omega Liner Company, Inc.*, 4:22-cv-04112 or IPR 2023-01372 against the interests of Buergofol.

Each of you and Mr. Monte Bond, as an individual, has committed the tort of tortious interference with contract. You knew of a contract between Buergofol and Stark. The contract was breached. You instigated the breach. You instigated the breach without justification. You caused damage to Buergofol. All the elements of tortious interference with contract are met. Buergofol is investigating taking legal action in the appropriate venue or venues. In the meantime, you and Mr. Bond are to desist from committing further tortious acts.

B. Contempt of Court Order

The District of South Dakota court in *Buergofol GmbH v. Omega Liner Company, Inc.*, 4:22-cv-04112 has issued a court Order (Dkt. 19) specifically pertaining to Buergofol's former employee, Dr. Stark. That Order states, in pertinent part:

4. Counsel must inform the former employee to avoid the disclosure of any privileged or confidential corporate information. Counsel shall not attempt to solicit privileged or confidential information and shall terminate the interview if it appears the former employee may reveal privileged or confidential matters.

We understand that you and Mr. Monte Bond have recently communicated with Dr. Stark, including by having at least one video conference with Dr. Stark. In addition to information orally obtained from Dr. Stark of which we have no record and are not aware, you also obtained confidential information from Dr. Stark that you otherwise did not have. You then even publicly filed some of that information in written form (Exh. 1072) into the public docket in the *Inter Partes Review* proceeding (IPR2023-01372) before the U.S. Patent and Trademark Office. You thereby made the confidential information public. You did this in an effort to use the information against Buergofol's interests.

You and Mr. Bond are in contempt of the Order. Buergofol is preparing to raise this issue to the attention of the Court and to seek redress. In the

meantime, you are to refrain from obtaining further disclosure from Dr. Stark of Buergofol's privileged and/or confidential information. All secret information known to Dr. Stark pertaining to the invention claimed in U.S. Patent No. 9,657,882 including his inventor impressions and knowledge of events that occurred prior to the filing of the patent application, and including information about what Dr. Stark knew at the time about Buergofol technology and customer relations, is highly confidential Buergofol information. For the reasons why Omega's lawyers would want to know that information, that information is confidential to Buergofol and is known to be such pursuant to contract.

C. Conclusion

Buergofol has only recently learned of your and Mr. Bond's actions, and has just started investigating the facts and Buergofol's legal options. You are not tortiously to interfere with the Buergofol/Stark contract. You are not to violate the court order (Dkt. 19) pertaining to Dr. Stark.

Respectfully,

A handwritten signature in black ink that reads "Lester Wallace". The signature is written in a cursive, slightly slanted style.

T. Lester Wallace

Cc: Mr. Monte Bond (via email Monte@Neustel.com)