This **Non-Disclosure Agreement** shall apply to all negotiations about potential business collaboration of

A. Kayser Automotive Systems GmbH

and

1. **Confidential information**

Subject matter of this Agreement is the non-disclosure of protected and/or confidential information. The term of protected and/or confidential information (referred to collectively in the following as “**confidential information**”) refers to all technical and economic information of one Party, particularly:

Samples, models, drawings, specifications, procedures, expertise and IT data on the business activity and/or technical data of the Parties, which are provided to the Receiving Party by the other Party either directly or indirectly; Other information on the business activity and/or technical data of the Parties, which may be provided to the Receiving Party directly or indirectly in writing or in any other tangible form or verbally or; as well as any other information made directly or indirectly accessible to the Receiving Party during the term of this Agreement on or by customers, suppliers and contractors of the other Party.

1. **Non-disclosure obligation**

Each Party undertakes:

to keep confidential information strictly secret as company or business secret.

to use confidential information exclusively within the scope of collaboration.

To treat information received in strict confidence not making it accessible to third parties without having obtained the prior and explicit written consent of the Disclosing Party.

To disclose confidential information within the company only to a restricted extent to the degree required for collaboration and to the requisite group of persons ("**need-to-know principle**”); to apply the same care with respect to the protection of the other Party’s information as it would to protect its own company and business secrets and at least with the prudence of a conscientious businessperson.

The obligation of confidentiality does apply to affiliated or associated companies of the Parties.

1. **Exceptions to the non-disclosure obligation**

The non-disclosure obligation does not refer to information which:

at the time of disclosure was in the public domain or moved into the public domain thereafter without any fault on the part of the Receiving Party; or

* + 1. was already known by the Receiving Party or was received by a third party without breaching this or any other non-disclosure agreement; or
		2. was developed by the Receiving Party itself independently of disclosure by the Disclosing Party; or
		3. had to be disclosed due to a binding official or court order or a compelling statutory provision. The Party requested to disclose any such information shall notify the other Party immediately in writing about this request and the nature of disclosure.
1. **Data protection**

The parties, their employees, legal representatives and/or shareholders are obliged to refrain from processing or using any personal data of the other Party outside the scope of this Agreement. This obligation shall continue to exist indefinitely after the end of the activity within the course of this Agreement. Each Party shall also obligate their relevant employees to observe the statutory provisions on data protection and to this end shall take the requisite technical and organisational protective measures against unauthorised access, unauthorised change or passing on.

1. **Protective rights and liability**

The Disclosing Party shall transfer neither explicitly nor tacitly a licence or other rights of any type, particularly the right to expertise, to a patent, a registered design or design, a copyright or any other industrial property right or other ownership titles by virtue of this Agreement. The disclosure or transfer of confidential information shall not substantiate any pre-publication and for the Receiving Party no right of prior use within the meaning of the Patent and Registered Design Act. The Receiving Party is not permitted to register its own industrial property rights such as patents, registered designs or utility models using the information it has received, or to otherwise make economic use, or have economic use made, of the confidential information itself or by a third party.

1. **Ownership and obligation to return**

All information disclosed by virtue of this Agreement shall remain in the Disclosing Party’s ownership, posession and power of disposal.

The Receiving Party is obliged to return all written confidential information or confidential information recorded in a different way including copies, duplicates etc. on request of the Disclosing Party but at the latest on expiry of this Agreement or, to the extent technically possible, to delete and / or destroy such. Such action must be confirmed to the Disclosing Party in writing. The Receiving Party has no right of retention in this respect.

1. **Infringement of duty**

In the event of culpable infringement of duty, the Injured Partner must be compensated for any and all direct and indirect damage.

1. **Term of the non-disclosure obligation**

This agreement comes into force upon its execution by both Parties (if applicable, with retroactive effect to the first exchange of information) and ends five (5) years from the conclusion of the exchange of information. Such conclusion does not affect the duty of confidentially.

1. **Miscellaneous**

Amendments and/or supplements to this Agreement shall only be effective if they are agreed in writing. This shall also apply to any amendment to this written-form clause.

In the event of a provision of this Agreement being or becoming ineffective or this Agreement containing an omission, this shall not affect the efficacy of the remaining provisions. The Parties agree to replace the ineffective provision or omission by an effective and practicable provision which comes as close as possible to the objective of the Parties in economic terms. This Agreement shall be governed by the laws applicable at KAYSER’s place of business, with the exclusion of rules of conflict. The United Nations Convention on the International Sales of Goods (UNCISG) shall not apply to transactions made pursuant to this Agreement. The parties hereby submit to the jurisdiction of the respective Courts at KAYSER’s place of business.

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