

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on _____, 20____ ("Effective Date") between [Lisa Dräxlmaier GmbH, Landshuter Straße 100, 84137 Vilsbiburg (or another DRAEXLMAIER company incl. its complete address)] ("Buyer") and _____, with its principal offices at [street, number, ZIP-Code, Country] and the supplier number 5xxxxx ("Supplier") and both hereafter also referred to as "Party" or "Parties".

The Buyer wishes to disclose confidential or proprietary information to Supplier for the purpose of evaluating and negotiating any proposed transaction or business relationship as well as for the purpose of the actual implementation and conducting of any and all transactions or business relationships between the Parties (the "Purpose") and the Supplier agrees to protect Buyer's information from unauthorized use and disclosure in connection with it as well as to protect its proprietary interests.

In consideration of this, Buyer and Supplier agree with each other as follows:

1. **Definition:** "Confidential Information" means confidential information that is disclosed by Buyer and/or its Affiliated Company(ies) ("Disclosing Party") to the Supplier and/or its Affiliated Company(ies) ("Receiving Party") for the Purpose and which is marked or classified (a) in writing or orally identified as confidential at the time of disclosure, or (b) in any other manner marked and classified as confidential at the time of disclosure. For the Purpose of this Agreement an "Affiliated Company" in relation to a Party shall be defined as a company, which is directly or indirectly controlled by that Party, controls that Party, is under joint management with that Party or is under common control with that Party, whereby control means that at least 50% of the shares or voting rights are being held.

Confidential Information shall include, but not be limited to, the following:

- (a) technical and non-technical information in any form, technical specifications, all source code, object code, screen displays, printed computer output, flowcharts, drawings or sketches, models, know-how, processes, algorithms, software programs, databases, formulae in any form, and all notes, memoranda or recordings, or videographic, alphanumeric, audiophonic or telephonic data, regardless of who prepared such work or on which medium it is stored,
 - (b) product and marketing plans, customer lists, financial information or projections, business policies or practices, analyses, compilations, studies, regardless of the type of media on which it is stored,
 - (c) quotes or any other commercial offers and pricing information exclusively prepared for Buyer and/or provided to Buyer by the Supplier,
 - (d) any extract, summary, report, analysis, material antecedent to the development of any of the aforementioned, and any derivative work thereof, and
 - (e) Trade Secrets. "Trade Secret" means an information which (a) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question, (b) has commercial value for the Buyer because it is secret and (c) has been subject to reasonable steps under the circumstances, by the Buyer lawfully in control of the information, to keep it secret.
2. **Non Disclosure:** Supplier agrees (a) to keep Confidential Information received from the Buyer strictly confidential, (b) not to disclose Confidential Information received from the Buyer to any third party not included in Section 3 below, (c) to protect Confidential Information received from the Buyer with the same degree of care as it uses for its own information of like importance, but not less than reasonable care, (d) not to disassemble and/or decompile, decode, reproduce, redesign and/or reverse engineer any disclosed Confidential Information or any part of it, and (e) not to use Confidential Information for any purpose other than the Purpose mentioned above.
 3. **Exclusions:** Supplier agrees that all Confidential Information provided by Buyer shall be strictly limited in its use and distribution to those Supplier representatives whose review of the Confidential Information is absolutely necessary. Supplier shall take all reasonable measures, at its sole expense, to restrain its representatives from prohibited or unauthorized use or disclosure of the Confidential Information.

Release to Third Parties: Supplier must obtain prior written approval from Buyer to disclose any Confidential Information to third parties, including but not limited to their respective sub-suppliers, sub-contractors, customers, subsidiaries, or Affiliated Company(ies). Supplier shall ensure that all third parties receiving Confidential Information shall be bound by the same terms and conditions as stated in this Agreement.

4. **Term:** The term of this Agreement is five (5) years after the Effective Date referred to above, while the terms of confidentiality with regards to Confidential Information disclosed during the term of this Agreement shall remain binding for Supplier for three (3) years after the Agreement's expiration date.
5. **Non-Confidential Information:** Confidential Information will not include information that the Supplier can show with sufficient and verifiable evidence: (a) was legitimately known or in the possession of the Supplier prior to disclosure, or (b) was publicly available or known in the industry prior to disclosure through no wrongful act of the Supplier, or (c) subsequent to disclosure, became publicly available or generally known in the industry through no fault and/or no wrongful act of the Supplier, or (d) is lawfully obtained from a third party having no obligation of confidentiality, or (e) is independently developed by the Supplier without reference or access to the Confidential Information.
6. **Permitted Disclosure:** If the Supplier is required by a judicial action and/or government or public authority mandate to disclose the Buyer's Confidential Information, it may do so, after giving the Buyer reasonable notice prior to any disclosure (if and to the extent permissible by law), and must limit the disclosure to the maximum extent permissible.
7. **Return of Information:** Buyer may at the expiration of this Agreement or at any time during the term of this Agreement, with thirty (30) days notice, request the return or destruction of all Confidential Information disclosed to the Supplier, whether in written or other tangible form, including all copies, and the Supplier will thereafter have no right to make any use of any of the Confidential Information. This provision does not apply to: (a) any information referred to in Paragraph 6 above, (b) routinely made automatic back-up copies of electronically-exchanged Confidential Information, and/or (c) Confidential Information which must be retained in order to comply with applicable laws. Any retained Confidential Information under subsection (b) and (c) shall be subject to an additional fifteen (15) years confidentiality obligation after termination under the terms and conditions of this Agreement and no right of use or ownership shall be conferred to the Supplier.
8. **No License or Ownership Created, Reservation of Rights, No Warranties:** The Buyer reserves all rights in its Confidential Information. This Agreement shall not transfer, grant or confer any rights, licenses, proprietary, ownership or interests in the Confidential Information disclosed by the Buyer. Any information made available by Buyer under this Agreement is made available "as is" and no warranties are given or liabilities of any kind are assumed with respect to the accuracy of such information, including but not limited to its fitness for the intended purpose, completeness and non-infringement of third party rights.
9. **Remedies:** Supplier understands and agrees that the Buyer will be irreparably harmed by violation of this Agreement. Supplier shall immediately provide Buyer with written notice as soon as it becomes aware of any non-authorized disclosure of Confidential Information by it, their representatives or any third party or any misappropriation or improper use of any of the Confidential Information. Monetary damages alone will not be a sufficient remedy for any breach of this Agreement and, therefore, in addition to the Buyer's other rights and remedies including the reimbursement of all damages, costs and expenses the Buyer incurred in association with Supplier's breach of this Agreement, all of which will be deemed cumulative, the Buyer will be entitled to specific performance and injunctive or other equitable relief to enforce this Agreement, and Supplier agrees to waive, and to use its best efforts to cause its representatives or third party to waive, any requirement for the securing or posting of any bond in connection with such remedy. In addition, the Buyer will be entitled to attorney fees and other costs incurred to enforce or to remedy any breach of this Agreement. The remedies available under applicable law remain unaffected hereby.
10. **Export Control:** The Supplier shall comply with all applicable export control laws and regulations in regards to Confidential Information.
11. **Relationship Created:** This Agreement will not constitute or imply any commitment to enter into any business arrangement.
12. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to its Purpose and supersedes all prior agreements relating thereto. No modification of this Agreement

will be effective unless made in writing and signed by authorized representatives of the Parties. This Agreement shall be binding to each Party's respective successors or assignees.

13. **Notices:** Each Party's address for purposes of notice and other correspondence under this Agreement is shown on the first paragraph of this Agreement.
14. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which is deemed an original document. An executed facsimile or electronic copy (PDF) of this Agreement shall be effective and enforceable to the same extent as an originally executed Agreement.
15. **Severability:** In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
16. **Governing Law and Jurisdiction:** The terms of this Agreement shall be governed by and construed in accordance with the laws of the country (and state/province, if applicable) of the Buyer's principal place of business as listed above without regard to principles of conflicts of laws. The competent courts having jurisdiction over Buyer's principal place of business shall have exclusive jurisdiction and venue for any action or proceedings resulting from this Agreement. The terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.

This Agreement is effective on the date set forth above.

IN WITNESS WHEREOF, Buyer and Supplier have executed this Agreement under the hands of their properly authorized officers.

SUPPLIER:

BUYER:

(company name, company stamp)

[DRAXLMAIER company]
(company name, company stamp)

name and function in letters & signature 1

name and function in letters & signature 1

name and function in letters & signature 2

name and function in letters & signature 2