

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is entered into on _____, 20____ ("**Effective Date**")

between

[Lisa Dräxlmaier GmbH (or other DRÄXLMAIER company including full address)] with its principal place of business in **[Landshuter Straße 100, 84137 Vilsbiburg, GERMANY (or street, number, ZIP-Code, city, country)]** "**DRÄXLMAIER**".

and

[supplier name] , with its principal place of business in [street, number, ZIP-Code, city, country] and the supplier number [5xxxxx]

hereinafter referred to as "**Partner**".

Hereinafter collectively "**Party**" or "**Parties**".

The Parties intend to provide each other with proprietary and confidential information in the context of **[Project name]** or **[preparation for and performance of any business transaction or relationship]** ("**Purpose**") and therefore agree as follows:

1. Definition:

"**Confidential Information**" means any information which a Party and/or its Affiliates discloses to the other Party and/or its Affiliates (as the case may be) within the scope of the Purpose and which is marked as confidential or is to be regarded as confidential according to the nature of the information or the circumstances of the transmission of the information.

"**Affiliate**" means, in relation to a Party, a company which is directly or indirectly controlled by, controls, is under common management with or is under common control with that Party, where control means holding at least 50% of the shares or voting rights.

"**Trade secret**" means information which (a) is not generally known or readily available, either as a whole or in the precise arrangement and composition of its component parts, to persons in the circles which normally handle that type of information (b) is therefore of economic value to a Party and (c) is the subject of measures of confidentiality appropriate in the circumstances by that Party as the rightful owner.

2. Examples of Confidential Information: In particular, the following information shall be deemed to be Confidential Information:

(a) any written, verbal, electronic, visual or any other tangible or non-tangible technical information, data, source code, object code, drawings or sketches, know-how, unregistered or unpublished inventions, algorithms, software, or components thereof, formulas of any kind, and any records or recordings in sound or image, as well as all reproductions thereof, regardless of who prepared such reproduction or on which medium it is stored,

(b) commercial or other information of any kind (e.g.: Product and marketing plans, customer lists, cost data or analyses,

(c) contractual agreements and draft and tender documents, and

(d) Trade secrets.

3. Confidentiality: The Parties agree (a) to keep the received Confidential Information strictly confidential (b) not to disclose the Confidential Information to third parties not covered by Section 4 below, (c) not to analyze the provided Confidential Information by deconstruction, disassembly or other methods, unless

such rights arise from mandatory legal provisions or agreed contractual provisions between the Parties, and (d) to use the Confidential Information only in the context of the above-mentioned purpose.

4. **Permitted Disclosure:** Each Party may disclose Confidential Information to the following recipients whose knowledge of the Confidential Information is essential for fulfilling the Purpose of the Agreement (need-to-know principle):
- Affiliates;
 - the respective officers, employees; and
 - third parties contractually associated with a party, in particular, but not limited to sub-suppliers, consultants and sub-contractors unless this has been excluded in individual cases for specific Confidential Information.

Before disclosing Confidential Information each Party shall ensure, and remain fully liable, that the aforementioned recipients, its officers and employees, Affiliates, consultants, sub-suppliers, sub-contractors adhere and are bound to the terms and conditions of this Agreement or similar regulations.

DRÄXLMAIER and its Affiliates may further make Confidential Information received from a Partner available to its respective customers whose knowledge of the Confidential Information is essential and shall ensure that these customers are bound by terms of confidentiality equivalent or similar to those of this Agreement.

5. **Duration:**

The Agreement shall enter into force on the Effective Date set forth above and shall remain in force for the period of the Parties' respective business operations and 3 years thereafter.

Insofar as this Confidentiality Agreement is based on a specific project, this Confidentiality Agreement shall apply at least for the project term and for a period of 3 years beyond the project term of the respective project.

The Parties agree that this Agreement shall fully apply retroactively to any Confidential Information exchanged between the Parties for the Purpose prior to the Effective Date.

6. **Non-confidential information:** Confidential Information is not confidential if a Party with sufficient and verifiable evidence establishes that it: (a) was already lawfully known to it or was in its possession at or prior the time of; or (b) was publicly available or known at the time of disclosure without any breach of duty by the receiving Party; or (c) became publicly available or known after disclosure without any fault and/or breach of duty by the receiving Party; or (d) was lawfully provided by a third party not subject to any obligation of confidentiality; or (e) was created by the receiving Party without reference to or access to the Confidential Information.
7. **Permissible Disclosure:** If a Party is ordered by a court, a government or public authority to disclose the other Party's Confidential Information, it may do so, provided that it notifies the affected Party prior to disclosure and limits the disclosure to the extent permissible.
8. **Return of Information:** Upon request, the Parties shall return or destroy the Confidential Information held by it, including all copies thereof, within a period of 30 days or, in the case of electronic storage, delete or overwrite it in a non-recoverable manner. This does not apply to Confidential Information which must be kept in compliance with legal obligations, in particular archiving obligations, or to routinely made backup copies which cannot be deleted. For these, the confidentiality obligation under this agreement shall continue to apply.
9. **No granting of rights, no warranty:** Each Party reserves all rights in its Confidential Information. No right, license, title or interest is granted or conferred by this Agreement or the disclosure of any Confidential Information.

No warranty or liability of any kind is given in respect of the accuracy, completeness, suitability and freedom from third party rights of any information provided under this Agreement.

10. **Remedies:** The Parties acknowledge that breach of this Agreement may cause immediate, irreparable harm that cannot be adequately compensated by money. Notwithstanding the foregoing, the breaching Party shall reimburse the other Party for any and all damages, costs and expenses the other Party incurred in association with the Agreement breach. In addition to other remedies available, each Party may be entitled, to injunctive relief for any such breach without proof of actual damages or the posting of bond or other security. The remedies available under applicable law remain unaffected hereby.

11. **Export Control/Data Protection/Information Security**: The Parties shall comply with all applicable laws and regulations relating to export control and data protection with respect to Confidential Information. The Parties are obliged to apply effective technical and organizational measures to protect Confidential Information, especially if processed with information technology systems, that orientate on accepted industry security standards, e.g. ISO 27001, NIST Cybersecurity Framework or VDA ISA / TISAX®.
12. **Changes**: Amendments and/or supplements to this agreement must be made in writing. The requirement of the written form can only be waived in writing. Verbal collateral agreements do not exist.
13. **Counterparts**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. An electronic copy (e.g. PDF) of this Agreement signed by the Parties (electronically) shall be effective and enforceable as the original.
14. **Severability clause**: If any provision or part of this Agreement, in whole or in part, is found to be invalid or unenforceable, this shall not affect the remaining provisions of this Agreement, which shall continue to be valid to the maximum extent permitted by applicable law. The same shall apply in the event of a contractual loophole.
15. **Governing Law and Jurisdiction**: The terms and conditions set forth in this Agreement shall be governed by the laws of the country (and, if applicable, state/province) in which DRÄXLMAIER has its principal place of business, excluding applicable conflict of law rules. The courts of DRÄXLMAIER's principal place of business shall have exclusive jurisdiction over all disputes and proceedings arising out of this Agreement.

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

PARTNER:

DRÄXLMAIER:

(company name / company stamp)

[DRÄXLMAIER company / DRÄXLMAIER Gesellschaft]
(company name / company stamp)

name and function in letters & signature 1

name and function in letters & signature

name and function in letters & signature 2

name and function in letters & signature