

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 other DRÄXLMAIER company including full address)] with its principal place of business in **[street, number, postcode, town]** "**DRÄXLMAIER**".

and

_____, with its principal place of business in **[street, house number, postcode, town]**.

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 [in 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, as well as, with regard to the DRÄXLMAIER Group, the companies listed in Annex 1 that are part of the wider network of the DRÄXLMAIER Group.

"**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or non-tangible technical information, data, source code, object code, drawings or sketches, know-how, unregistered or unpublished inventions, algorithms, software, or components thereof, formulas of any kind, and any records or recordings in sound or image, as well as all reproductions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. Each Party represents and warrants that its Affiliates, to which Confidential Information is made available pursuant to Section 4, shall fully comply with the confidentiality obligations. Each Party shall be fully liable for any breach by its Affiliates. The Parties expressly agree that the rights arising from this Agreement also apply in favor of their respective Affiliates. These recognize these rights and are entitled to assert their obligations under this Agreement directly against the other Party.
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 listed above and shall remain in force for a term of eight (8) years ("Initial Term"). After expiry of the Initial Term, the Agreement shall be extended for an indefinite period. The Agreement may be terminated by either party in writing with six months' notice, for the first time effective at the end of the Initial Term, and thereafter at the end of each calendar year. The option of written termination for good cause remains unaffected. The confidentiality obligations of the Parties shall continue to apply after the end of the Agreement for a period of 3 years. 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 regulations and provisions 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 in accordance with: ISO/IEC 27001, SOC 2 Type 2, CSA STAR Level 2, TISAX Assessment Level 3.
Cloud usage: In the event that Confidential Information is stored or used in cloud services, that Party shall ensure an appropriate level of security on the basis of the following certificates for the entire duration of the confidentiality obligation pursuant to Clause 5 and provide evidence thereof to the other Party upon request: ISO/IEC 27001, SOC 2 Type 2, CSA STAR Level 2, TISAX Assessment Level 3. Any certificate deviating from this shall not fall below the security level of the aforementioned certificates. In this respect, the provider of cloud services is deemed to be a third party contractually associated with a Party within the meaning of section 4 c).
12. **Changes:** Amendments and/or supplements to this Agreement must be made in writing or signed using an electronic signature. The requirement of this 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 or an electronic copy (e.g. PDF or electronic signature), each of which shall be deemed an original. This Agreement shall be deemed validly concluded and legally binding through electronic acceptance by the Partner via the DRÄXLMAIER Supplier-Portal or otherwise signed in writing or electronically and shall have full legal effect as of the Effective Date. Any such form of acceptance or execution shall produce the same legal effects as a written agreement signed in writing and shall be deemed to constitute full and valid consent to be bound by its terms..
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.

PARTNER:

DRÄXLMAIER:

(company name, company stamp)

[DRÄXLMAIER 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

Annex 1:

- SATS Système Automobile et Technique de Siliana S.C.S.
- UATS Union des Ateliers Technique de Sousse S.C.S
- METS Manufacture Electro-Technique de Sousse S.C.S.
- SATE Système Automobile et Technique d'El Jem S.C.S
- Dräxlmaier Electro-Technique De Jemmal S.C.S
- Draexlmaier Automotive Center Tunisia S.C.S.