

# NON-DISCLOSURE AGREEMENT

“Confidential Information” shall mean all information and documentations in connection to the business, organization, finance, operations and transactions of Röhlig, except such information is expressly labelled as “Public” or “Non Confidential”.

The Business Partner hereby acknowledges that it has been provided with or will be provided with confidential information. The Business Partner hereby acknowledge that all the information and/or documentation they may get access to, disclose and/or deliver, whether or not related to the business, organization, finance, operation and transaction, is of a confidential nature and represents a valuable asset which is considered a commercial, industrial and trade secret for all purpose.

Therefore the Business Partner agrees to preserve and keep such information as strictly confidential. The Business Partner will not disclose such Confidential Information to any uninvolved third Party.

The Confidential Information shall otherwise only be made accessible on a need-to-know basis to those employees, representatives, consultants or agents, including but not limited to legal counsels and financial advisers (hereafter “Affiliate”), who have to examine and verify such information in relation to the business.

These Affiliates shall also be bound in writing through employment, profession or, if required, separate Non-Disclosure Agreement by the Business Partner to maintain confidentiality in accordance with the terms of this Non-Disclosure Agreement.

Confidential Information does not include information which:

- a. Was in the public domain at the time Röhlig disclosed it to the Business Partner; or
- b. Through no fault of the Business Partner’s, enters into the public domain subsequent to Röhlig disclosing it to the Business Partner; or
- c. Was in the Business Partner’s possession free of any obligation of confidence at the time it was disclosed to it (evidenced by records); or
- d. Is lawfully communicated to the Business Partner by a third party with the right to disclose such information; or
- e. Is required by law or court order for disclosure, but only up to the extent that is obliged by such requirement.

## 1. USE OF CONFIDENTIAL INFORMATION AND WARRANTIES

- a. The Business Partner undertakes to use the information received exclusively within the scope of the discussions/business relationship and, in particular, will not use it for economic or commercial purposes as long as no further contractual agreements have been made in this regard. At the request of Röhlig, the Business Partner shall provide

information on the secrecy regulations made and hand over copies of the corresponding secrecy documents.

- b. The Business Partner agrees not to use Confidential Information disclosed to it in a manner which would be reasonably certain to be detrimental to Röhlig.
- c. The Business Partner will take all reasonable measures to prevent unauthorized disclosure of the Confidential Information and will notify the Röhlig immediately in case of unauthorized disclosure. In such event, the breaching Business Partner will fully cooperate with Röhlig's efforts to contain the misuse of that Confidential Information.
- d. The Business Partner shall be liable to the party that provided the Confidential Information in the event of any breach of the obligation of confidentiality and must pay the damages and lost profits caused to Röhlig.
- e. The Business Partner warrants that its Affiliates will protect and use the Confidential Information with the same standard of care as the Business Partner and the Business Partner will be responsible and assume all liability for any unauthorized use, disclosure and access of or to the Confidential Information by its Affiliates. The Business Partner warrants that it has the right to disclose the Confidential Information to Röhlig. Röhlig provides the Confidential Information "AS IS" and without warranty. Röhlig disclaims all statutory warranties relating to the Confidential Information's accuracy, completeness, reliability, quality, fitness, maintenance and use, including the implied warranties of merchantability and fitness for a particular purpose.

## 2. OWNERSHIP OF CONFIDENTIAL INFORMATION

- a. The Business Partner understands that Röhlig retains ownership of its Confidential Information and such will remain in Röhlig's full ownership. Nothing in the Non-Disclosure Agreement is to be interpreted to mean that the Business Partner is licensed to use the Confidential Information in any way outside of the Discussions or is granted any rights connected to the same. Except as provided by this Agreement, Röhlig does not convey, grant or otherwise transfer any license to use, interest in or ownership of the Confidential Information to the Business Partner. The Business Partner will not take any action to jeopardize, limit or interfere in any manner with Röhlig's ownership of the Confidential Information. The Business Partner will therefore not alter, deface or print any Confidential Information material from Röhlig.
- b. If requested by Röhlig, the Business Partner will:
  - i. return or destroy (whichever is requested) all materials that is has in its possession, regardless of physical or electronic form;  
and
  - ii. provide written confirmation that the above has been completed.

## 3. NON-COMPETE CLAUSE

- a. The Business Partner agrees that, during the course of the business relationship, it shall not disclose, directly or indirectly to any person, company or corporation, information of any Röhlig customers or other information concerning Röhlig business partners protected under this agreement.

- b. The Business Partner will not , offer or provide any services to a customer, client or business partner of Röhlig unless a business relationship with this customer, client or business partner of Röhlig existed at the time of when the information was exchanged and will not use the information provided in a way that is damaging to Röhlig's competitiveness.

#### 4. APPLICABLE LAW, JURISDICTION

If any of the foregoing clauses or parts of this Non-Disclosure Agreement are void, the other provisions of this Expectation shall remain in full force and effect. Invalid provisions shall be replaced either by the statutory provision or (in the absence of such a provision) by such a provision which the parties agree upon in writing.

This Non-Disclosure Agreement will be governed and construed, in accordance with the Terms and Conditions of the applicable Röhlig entity.

#### 5. SIGNATURE OF THE BUSINESS PARTNER

Date

\_\_\_\_\_, \_\_\_\_\_ 20 \_\_\_\_\_

Signature of the Business Partner

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