

Mutual Non-Disclosure Agreement

This Agreement is made and entered into by and between

Dr. Schneider Kunststoffwerke GmbH

Lindenstraße 10-12
96317 Kronach-Neuses
Germany

- hereinafter „Dr. Schneider“ -

and the company

- hereinafter "Partner" -

Preamble

Dr. Schneider and Partner („the parties“) intend to conduct conversations regarding future cooperation concerning (the "Project"). In connection with these conversations it may become necessary to exchange confidential information. Both parties are fully aware that treating this information strictly confidential is essential for future cooperation.

Therefore, the parties agree as follows:

1. Definitions

1.1 „CONFIDENTIAL INFORMATION“ means all information provided by one of the parties or their affiliated companies („Disclosing Party“) to the other („Receiving Party“) with regard to the Project, regardless of the form in which the information is disclosed, which is marked „Confidential“ or which is confidential by nature. This means in particular:

- findings and data from manufacturing methods or manufacturing processes (e.g. injection molding, laser welding, ultrasonic welding, dabbing, assembly facilities),
- software programs, software codes and algorithms,
- technical documents (e.g. drawings, drafts, sketches, plans, descriptions, calculations, analyses),
- models, samples and parts,
- experience and secret know-how as well as not yet published property right applications,
- strategy papers, information regarding price setting, finance and business data.

1.2 „CONFIDENTIAL INFORMATION“ also means documents prepared by the Receiving Party containing information according to Sec. 1.1 or are based on such information.



1.3 Non-CONFIDENTIAL INFORMATION is information

- which is already known to the Receiving Party before disclosure by the Disclosing Party,
- which is or subsequently becomes available to the general public other than through a breach of any contractual obligations,
- which was or is developed by the Receiving Party or its affiliated companies independently from CONFIDENTIAL INFORMATION,
- which the Receiving Party rightfully receives from a third party without any restriction as to confidentiality or use distinguishable for the Receiving Party.

The party invoking on one or more of the aforementioned exceptions bears the burden of proof.

2. Secrecy Obligation

2.1 The CONFIDENTIAL INFORMATION is disclosed to the other party for the sole purpose executing the Project (the "Purpose").

2.2 The Receiving Party undertakes to use the CONFIDENTIAL INFORMATION only for the defined Purpose according to Sec. 2.1. The use for any other purposes requires the prior written consent of the Disclosing Party.

2.3 The Receiving Party shall keep secret any CONFIDENTIAL INFORMATION and shall not disclose any CONFIDENTIAL INFORMATION, which they received directly or indirectly from the Disclosing Party, to any third party without the prior written consent of the Disclosing Party. The Receiving Party further undertakes not to analyze models, samples or parts received from the Disclosing Party or have them analyzed by third parties and not to recreate any methods, products or production facilities, except within the framework of analyzes demanded from OEMs for the specification sheet for material or component releases. Third parties under this Agreement shall not mean companies affiliated with the Parties according to § 15 et seq. of the German Stock Corporation Act (AktG).

2.4 The Receiving Party undertakes to keep the CONFIDENTIAL INFORMATION with the same diligence confidential that is used for own information with the same importance, at least, however, with the diligence of a responsible businessman. The Receiving Party shall safely keep and treat the CONFIDENTIAL INFORMATION in such a way that its unauthorized disclosure and/or use are effectively prevented.

2.5 The Receiving Party undertakes to disclose CONFIDENTIAL INFORMATION only to employees whose involvement is necessary for achieving the Purpose according to cipher 2.1. These employees shall be bound by a secrecy obligation with the Receiving Party, e.g. within the framework of their contract of employment, in accordance with the provisions in this Agreement and which covers, as far as legally permitted, the time after a possible termination of their employment.

2.6 In case that one of the Parties intends to forward or disclose CONFIDENTIAL INFORMATION to an affiliated company, the affiliated company shall be bound by a corresponding secrecy obligation if there is no corresponding prior agreement. The parties shall be liable for the compliance of their affiliated companies with this Agreement. The Receiving Party further undertakes to assign their claims from this Agreement against third parties to the Disclosing Party if third parties breach the secrecy obligation. The Receiving Party undertakes to provide support to the Disclosing Party for the enforcement of rights in case of a third party's breach of this Agreement.



- 2.7 The secrecy obligation shall not apply if and to the extent the Receiving Party is obliged to disclose the CONFIDENTIAL INFORMATION by law or on the basis of an order of a court or authorities. In this case the Receiving Party shall immediately inform the Disclosing Party of the forthcoming disclosure of the CONFIDENTIAL INFORMATION in written form. The Receiving Party shall make reasonable efforts to obtain an undertaking from the third party to which the CONFIDENTIAL INFORMATION has to be disclosed that they will treat the disclosed CONFIDENTIAL INFORMATION confidentially.
- 2.8 Both parties are entitled to forward CONFIDENTIAL INFORMATION to their legal and financial advisors and consultants, provided that such advisors and consultants sign a non-disclosure agreement containing the same provisions or at least legally equivalent provisions to those of this Agreement or are bound by law to a professional obligation to maintain confidentiality.
- 2.9 The parties agree that the CONFIDENTIAL INFORMATION shall remain the property of the Disclosing Party.

3. No Right to be informed; no Granting of Rights; Exclusion of Liability

- 3.1 Under this Agreement neither party shall be granted the right to insist on the other party to disclose certain information, nor shall party be prevented from a cooperation with third parties on the same topic under a corresponding secrecy obligation.
- 3.2 Nothing contained in this Agreement is intended or shall be construed to grant to a party any rights or licenses on the CONFIDENTIAL INFORMATION or any intellectual property rights. In case that information, documents or parts containing patentable inventions are handed over, the Disclosing Party reserves all rights, in particular all copyrights and the right to file intellectual property rights.
- 3.3 In case that patentable inventions result from the discussions and/or knowledge the parties gained from the provided CONFIDENTIAL INFORMATION and provided that there no further contract in addition to this Agreement regarding the CONFIDENTIAL INFORMATION (e.g. concept development, series development) was or is concluded, the parties shall on a partnership basis decide about the application of property rights. In case that the Parties do not reach an agreement, the legal provisions shall apply.
- 3.4 CONFIDENTIAL INFORMATION are generally handed over as seen. Any liability regarding the correctness, faultlessness, freedom of any third party property right infringements and/or usability of the CONFIDENTIAL INFORMATION shall be – as far as legally possible – excluded.

4. Confidentiality as to contract negotiations

Both parties agree to maintain in confidence the substance of any discussion or negotiation for the purpose of the commencement or maintenance of business relationships between the parties. Public announcements regarding discussions or negotiations between the parties shall not be made by any party without the prior written consent of the other party.

5. Return or destruction of confidential information

The Disclosing Party is entitled to request from the Receiving Party in writing to either fully destroy or return all CONFIDENTIAL INFORMATION which has been disclosed to the Receiving Party under this Agreement; the Disclosing Party shall choose whether the CONFIDENTIAL INFORMATION is to be destroyed or returned. Complete return or destruction of the CONFIDENTIAL INFORMATION shall be confirmed in writing to the Disclosing Party within 14 days upon receipt of the request. This shall not apply to routine backups of electronic data; instead an unlimited obligation of secrecy and non-use shall apply for such data until the definite deletion or respectively until the destruction of the respective data carriers. The legal duty to preserve records shall remain unaffected by this provision.

6. Term

- 6.1 This Agreement shall become effective upon signature of both parties. All CONFIDENTIAL INFORMATION disclosed by either party during or in preparation of contract negotiations before entry into force of this Agreement shall be covered by this Agreement.
- 6.2 The parties agree that this Agreement is concluded for a term of one year.
- 6.3 This Agreement shall automatically be extended for one year each unless terminated by one of the parties with a three months' prior written notice to the end of the respective term.
- 6.4 This Agreement shall automatically terminate if it becomes clear that the intended business relationship respectively the intensification of the existing business relationship or the conclusion of a contract shall not be realized. The parties shall confirm this in writing.

7. Survival

The secrecy and non-use obligations under this Agreement shall survive the expiration or termination of this Agreement and shall remain binding for further five years.

8. Miscellaneous

- 8.1 All amendments to this Agreement shall be in writing in order to be legally effective. This also applies for the waiver of the requirement of written form.
- 8.2 If any provisions of this Agreement shall be held invalid or unenforceable, the remaining provisions shall remain in force and effect. Any provision which is invalid or unenforceable shall be replaced by a provision which best meets the purpose of the replaced provision. The same applies in the event of a contractual gap.
- 8.3 This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous communications with respect to the subject matter hereof.

8.4 This Agreement shall be governed by the laws of the Federal Republic of Germany. Sole court of jurisdiction for all disputes arising from this Agreement shall be the District Court Munich I (Landgericht München I).

Dr. Schneider Kunststoffwerke GmbH

Kronach-Neuses,

Date

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Name:

Title:

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Name :

Title:

COMPANY

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Place, Date

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Name:

Title:

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Name:

Title: