between

**Auto-Kabel Management GmbH,** D- 79688 Hausen i. W., Im Grien 1

AK Management GmbH acts on its own behalf, and on behalf and by order of the AUTO-KABEL Group’s associated companies

Hereinafter: AUTO-KABEL

**and**

**Supplier**

acting on its own behalf, and on behalf and by order of its associated companies worldwide

Hereinafter: Supplier

AUTO-KABEL and SUPPLIER have entered a business relationship through intent and agreements. They intend to expand and intensify this business relationship. Within the course of making contact, collaborating, negotiating, planning, developing, and delivering products and rendering services, it will be necessary to exchange information that one of the Contracting Parties feels must be kept secret (“confidential information”).

AUTO-KABEL and SUPPLIER each wish to respect confidential information received from the other Party and protect it from any impermissible disclosure, use, exploitation or dissemination that deviates from this agreement.

On this basis, AUTO-KABEL and SUPPLIER agree to the following:

1. “Confidential information” is especially defined as all oral or written technical, economic, financial and legal information, data, forms, calculations, computations and algorithms, as well as testing and inspecting procedures and their results, that one Contracting Party discloses or has disclosed to the other—irrespective of projects—as part of future and previous business relationships, no matter how the relationship is formed.

“Confidential information” particularly includes know-how, drawings, models, presentations and all material and immaterial documents, regardless of whether they are subject to special proprietary rights such as copyright, trademark rights or design rights. Confidential information also especially includes, but is not limited to, all information regarding the business, finances, sales, customer relations, marketing plans, strategy plans, and contracts that have been initiated or already exist.

The type of technology or transmission, the type of storage, and the form of the data are irrelevant. Information may be used only to execute a particular contract. Neither Contracting Party may use or exploit it for their own purposes.

2. The recipient of confidential information shall protect such information as they would their own, and in any case according to existing statutory data protection standards, safeguarding it against disclosure to or through unauthorised third parties, for the term of this agreement (Item 7) and the duration of any other agreement that refers to this one or is included by it, and for 5 (five) years afterward in each case. Unauthorised third parties also include associated companies, affiliated companies, no matter whether these are natural persons or legal entities, and personally liable shareholders of such companies, unless they enter this agreement through a written agreement with the consent of the other Contracting Party. Each Contracting Party shall impose the obligations under this agreement onto their salaried employees, staff, advisors, or other third parties they employ in the business relationship with the other Contracting Party. Such imposition must be in writing, and must remain in force beyond the duration of this agreement or contractual relationship with the persons concerned. The Recipient has to instruct its employees on data protection, information security and confidentiality himself. Any breach of confidentiality committed by any of the persons above will be deemed to have been committed by the Contracting Party themselves.

3. Every recipient of confidential information shall provide it only to those salaried employees, staff, advisors and third parties as defined by Item 2 above who need it to execute the contract.

4. Each Contracting Party shall nominate to the other one person responsible for compliance with the obligations under this agreement. Those responsible are entitled to separately classify certain information as confidential or non-confidential, without prejudice to the other provisions of this agreement. They shall lay down their decisions in a written record which must be mutually signed. This record will have the effect of irrefutable documentary evidence. Proof of falsification is admissible. Otherwise, the proxies are authorised to represent in legal business only through special written powers of attorney.

5. The above obligations do not exist if:

a. the information is already public knowledge when disclosed to the recipient;

b. it becomes public knowledge after being transmitted to the recipient, without involving a breach of contract on the recipient’s part;

c. the recipient was already aware of the information at the time of disclosure;

d. the recipient learned of the information in a permissible manner through a third party without breaching a non-disclosure obligation;

e. the recipient developed or procured the information independently, with no connection to the confidential information under this agreement.

If either Contracting Party invokes an exemption from the non-disclosure obligation, they shall bear the burden of proving such exemption.

6. Information may be disclosed under compulsory legal conditions or due to a final court decision. In this case, the recipient must inform the sender of confidential information immediately about the legal obligation or imminent court decision in question, and give the sender the chance to safeguard their interests autonomously. The recipient must ensure that the dissemination of the information is limited to the scope permitted under the compulsory statutory regulations referred to.

7. This agreement will enter force when it has been signed with legally binding effect by authorised representatives of the Contracting Parties. The agreement has a term of 5 (five) years. It is a component of all other agreements made between the Parties even if it is not separately referred to. Unless otherwise agreed in writing, this Non-Disclosure Agreement (NDA) will apply to any contractual relationship between AUTO-KABEL and SUPPLIER that arises after the NDA has entered into force, regardless of its term and with the same contents. The duration of the obligations is based on the contractual relationship in question.

8. Either Contracting Party will remain the exclusive owner of any information disclosed to the other Party, and of any associated or ensuing rights. Either Contracting Party must obtain the other’s written consent before making copies or other duplicates, regardless of the technical manner. This does not apply to copies and duplicates made for direct contract fulfilment by persons authorised under this agreement. All information in whatever form must be immediately returned to the Contracting Party entitled to it on their written request, including a written assurance that such information is complete and that no copies or other duplications were withheld. Rights to refuse performance are excluded.

Any backup copies that the receiving Contracting Party must keep due to binding statutory provisions are exempt from this (such as copies for the risk management system). The level of security specified in Item 2 applies mutatis mutandis to the security of this permissible storage.

9. Disclosing confidential information does not directly or indirectly transfer to its recipient any rights to that information or anything ensuing therefrom, especially rights of use and exploitation, unless such rights are separately regulated in the contract. Neither Contracting Party shall derive any rights of prior use to the received information regarding any applications for protective rights initiated by the notifying Contracting Party, or raise the objection of obvious prior use. Deviations can be agreed upon in individual cases.

10. The Contracting Parties assume no guarantee, liability or other obligation regarding the correctness, completeness or usability of the information. Any agreements on this matter must be made separately.

11. The Parties agree that any breach of a provision of this agreement by a Contracting Party, or persons whose breach is attributed to that Contracting Party pursuant to Item 2, can lead to significant damages for the Party affected. Therefore, each Contracting Party is entitled to take any legally permissible means that appears suited for protect them. The breaching Party shall compensate the injured Party for all damages ensuing from the breach, including all associated costs. Without prejudice to this, the breaching Party shall owe a contractual penalty of €50,000 (EUR fifty thousand) for each instance of breach of the non-disclosure obligations under this agreement, precluding any plea of continuation of offence, on the first written request from the injured Contracting Party. The injured Party remains at liberty to assert further damages. Any forfeited contractual penalty will be added to other damage compensation claims arising from the breach of this agreement.

12. If information is exchanged electronically, regardless of the technology or technical resources (IT systems), each Contracting Party shall be responsible for the security of their IT system. They shall notify the other Contracting Party immediately about each security-relevant malfunction and each impermissible outside attack. The Contracting Party in question shall take all measures to rectify such malfunctions, defend against such attacks, and avoid repetitions. The implementation of the measures, and their effectiveness, must be verified to the other Contracting Party on their request. If the other Contracting Party feels these measures appear inadequate, they will be entitled to discontinue electronic information exchange at their discretion.

13. This agreement is subject exclusively to the laws of the Federal Republic of Germany. The place of jurisdiction is Hausen i. W. If the contract is breached abroad, or if the damage arises in a foreign location whose local legal system must therefore be applied, each Contracting Party will be at liberty to safeguard their rights according to that legal system. This will not affect any recourse to German law and its assertion in Germany.

**All disputes arising from this agreement, including those regarding its effectiveness, will be settled by the arbitration rules of the German Institution for Arbitration e.V. (DIS), without recourse to the ordinary courts of law. The court of arbitration will decide with three judges. The place of jurisdiction is Freiburg im Breisgau. The language of the proceedings will be German. The arbitration rules applicable at the time the arbitration proceedings are initiated will apply, available under** <www.disarb.org.>

1. By concluding this agreement, the Contracting Parties do not establish any form of legal corporation, legal entity or partnership, nor do they intend to do so.
	1. This agreement constitutes the entire regulatory context to protect the Contracting Parties’ confidential information. Other agreements, especially oral ones, are expressly excluded. Any amendment, termination or rescission will require a written agreement that will enter force only when it has been signed by the Contracting Parties’ authorised representatives. This also applies to this written-form clause itself. No oral agreement, contract fulfilment or omission can be deemed a Contracting Party’s waiver of any of their rights under this agreement. Disposals of rights and claims arising from or due to this agreement require the other Contracting Party’s written consent.
	2. Finding a provision of this agreement to be invalid or unenforceable, now or in the future, will not invalidate the agreement’s remaining provisions. In such cases when a provision is found invalid or unenforceable, the Contracting Parties shall agree on a provision that comes legally or economically closest to the original.
	3. It is agreed that this agreement was negotiated and concluded individually.

Authorised signatories of Auto-Kabel Management GmbH:

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Signature Signature

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Name (please print) Name (please print)

 *Strategic Purchaser*

Title Title

*Hausen i.W., dated Hausen i.W., dated*

Place, Date Place, Date

Authorised signatories of ……………………………………………………………….

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Signature Signature

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Place, Date Place, Date