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Document Name:	Confidentiality agreement		
Document No.:	1.2.3.1.3.2.4	Revision:	3
Responsible:	B KL	Classification:	public
Created:	12.01.2021 / Stefan Rützel	Changed:	08.12.2021 / Stefan Rützel
Comment:	The electronic version of this document is valid, therefore check compatibility before use.		

CONFIDENTIALITY AGREEMENT

concluded this day by and between

VOSS Automotive Valves and Actuators GmbH
 An der Sportanlage 2
 D – 63584 Gründau

- hereinafter referred to as "VOSS"-

and

.....

- hereinafter referred to as "....."-
 - both hereinafter collectively referred to as the "Parties" -

Preamble

VOSS is examining the possibility of collaborating with in the area of

“.....”

(hereinafter "the Project" or "Product Group").

However, several preparatory technical discussions still need to be held between the Parties. During these discussions, it is necessary for the Parties to exchange business and company secrets and/or other information requiring confidentiality; this, of course, shall also be valid for any further business collaboration. In order to allow this information to be exchanged freely, the Parties conclude the following Confidentiality Agreement:

1. Any and all business and company secrets delivered by the disclosing Party or its affiliated companies (compare to Number 4) to the information recipient, or becoming known by the information recipient, as well as any other confidential or proprietary information (hereinafter "Confidential Information"), shall be subject to the obligation to maintain confidentiality. Confidential Information especially include embodied or verbal information and data, for example technical or business data, documents or knowledge as well as possible samples and general information concerning know-how, expertise, manufacturing and other processes, operating sequences, business relations, details, specifications, prices, price formation, finances, financial results, studies, findings, results and inventions; along with data, formulas, documents, drafts, sketches, photographs, plans, depictions, drawings, operational

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equipment, specimens, reports and customer lists the parties share in connection with the above mentioned Project.

Confidential Information include any and all copies and summaries thereof. This shall also apply, mutatis mutandis, to information disclosed by group companies of the Parties as per Section 15 German Companies Act (AktG).

2. The Parties commit to keep Confidential Information strictly confidential and to not make it accessible to any third parties. Each Party must take all necessary and reasonable measures to fulfill its duty of confidentiality. These necessary and reasonable measures correspond with the standard of care the respective Party applies to its own Confidential Information of similar nature, whereby this company internal standard of care is not lower than the customary and appropriate standard of care.
3. Further, Confidential Information may only be made accessible to those employees who must examine it regarding the (potential) collaboration (need-to-know-principle). These employees must likewise be obligated in writing by the respective Party to maintain confidentiality in accordance with the provisions of this Confidentiality Agreement. At the request of one Party, the information recipient shall promptly provide information on the confidentiality regulations concluded with these employees, and hand over copies of the corresponding confidentiality documents upon reasoned request.
4. The disclosure of one Party's Confidential Information by the receiving Party to a sub-contractor engaged by the receiving Party, or companies corporately affiliated with the receiving Party, shall require the prior, written consent of the other Party. Once such consent has been given, the receiving Party shall ensure - and assumes liability for ensuring - that this company likewise adheres to the content of this Confidentiality Agreement.
5. The Parties herewith give their consent to the disclosure of their Confidential Information to companies associated with the Parties as per section 15 of the German Companies Act (AktG) provided they are not competitors of the disclosing party. The information recipient is liable for the compliance with this Confidentiality Agreement by any subcontractor engaged by the receiving Party, or companies corporately affiliated with the receiving Party.

If a Party uses cloud-service providers for the provision of outsourced e-mail services or for data backups, and this cloud service provider warrants state of the art security standards, the Party is authorized to entrust to these cloud-service providers (within Europe) shared Confidential Information insofar as this is necessary for proper business operations and it is ensured that these service providers comply with the usual security standards in the industry. This document has the classification status "public" until it is signed by both contracting parties (public document (template) in the download area on the VOSS homepage); after both contracting parties have signed, the document is automatically classified as "confidential".

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6. The obligation to maintain confidentiality shall not apply if the receiving Party can show that this information:
- Was already in the possession of the receiving Party before receiving it from the disclosing Party without a confidentiality obligation being in place;
 - Is, at the time of publication or thereafter, generally available to the public without the receiving Party or an authorized recipient having violated a contractual obligation;
 - Was received by the recipient Party from a third party lawfully and without any confidentiality obligation. This, however, requires that the third party, to the best of the recipient Party's knowledge, did not commit any confidentiality breach with regards to this information vis-à-vis the disclosing Party; or
 - Was developed by the recipient Party or its associated companies independently of all Confidential Information.

The same applies to information that must be disclosed due to legal regulations or binding judicial or ministerial requirements, whereby the other Party must be promptly informed about such ordered disclosure in writing.

7. The Parties are aware that in case of violations of the Confidentiality Agreement, the violating Party will be obliged to hold the other Party harmless and that the Party could face criminal prosecution.
8. Should Confidential Information of one Party contain patentable inventions, that Party shall retain all rights relating to the inventions, particularly the right to file applications for patents and/or utility models. Handing over Confidential Information to the information recipient in no way constitute the concession of any rights whatsoever in favor of the other Party. The Confidential Information serves the exclusive purpose of examining the possibility and implementation of the collaboration.
9. The disclosing Party provides Confidential Information in its current form and does not guarantee that this information is complete, precise, accurate, or free from third party rights, or suitable for the contractual purpose or other purposes of the recipient Party. This Contract does not oblige the Parties to sign any other contract.
10. This Confidentiality Agreement takes effect, after signature by the Parties, on for a term until The confidentiality obligation ends 5 (five) years after termination of this Agreement.

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11. The Recipient shall at all times promptly dispose of or return the Confidential Information received in writing at the first request of the disclosing Party, provided that upon termination of this Agreement, the disposal shall be claimed in writing from the other Party no later than 60 days after termination of this Agreement. Disposal thus means implementation of proper measures to destroy or return all copies, including electronic data. The destruction must be confirmed in writing. The disposal is affected within thirty days of request. The disposal measures do not apply to copies of electronically transmitted Confidential Information made by routine data backup, nor to Confidential Information or copies thereof stored by the receiving party or its advisors in accordance with the provisions of applicable laws, nor to copies made to comply with legal retention requirements if such information or copies thereof are subject to ongoing contractual confidentiality obligations. However, further use is not permitted after request. Retention rights cannot be asserted.

12. This Agreement also binds the successors of the Parties.

13. No collateral agreements to this Confidentiality Agreement have been made. Amendments and supplements to this Agreement must be made in writing and shall only be valid with the legally binding signatures of both Parties. This requirement to use a specified form can only be waived by means of a written agreement.

14. Should individual Clauses above, or parts of these Clauses, be or become invalid, this shall not affect the validity of the remaining Agreement. The invalid provision shall be replaced either by the statutory provision or, if no such provision exists, a provision that the Parties would have admissibly formulated in good faith, had they been aware of the invalidity.

15. This Agreement shall be exclusively subject to the law of the Federal Republic of Germany, under exception of its conflict-of-law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded.

16. The legal venue shall be the domicile of VOSS in Gründau, Germany.

Gründau,

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VOSS Automotive Valves and Actuators GmbH

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