



NON-DISCLOSURE AGREEMENT

Bilateral Version for development partners

between

AIOS Automotive Integrated Overhead Systems GmbH

Comotorstraße 12

66802 Überherrn

Commercial Register Saarbrücken, HRB 13611

represented by its Manager Swen Graf

- hereinafter referred to as „AIOS“ -

and

[Company]

[Street, House Number]

[Postal Code, City]

[Commercial Register, Registration Number]

represented by [Position, Name]

- hereinafter referred to as „Supplier“ –

AIOS and Supplier are hereinafter referred to individually as a "Party" and collectively as the "Parties".

This agreement applies to both parties. Each party may act as both the disclosing party ('Discloser') and the receiving party ('Recipient') in the context of the project set out below. The obligations under this agreement apply equally to each party in their respective roles.

Preamble

The parties intend to hold discussions and carry out assessments regarding the following project:

<i>Brief description of the project – mandatory field</i>

- hereinafter referred to as the „Project“ -

In connection with the project, the parties will disclose confidential information to one another. The purpose of this agreement is to protect this information and to fulfil the requirements for appropriate confidentiality measures within the meaning of the Trade Secrets Act.

§ 1 Definition of „Confidential Information“

(1) **Positive Definition:** "Confidential information" means any information, regardless of its form, nature or medium, which one party discloses to the other party or to the other party's authorised persons in connection with the project, and which is marked as confidential or where confidentiality arises from the nature of the information or the circumstances of its disclosure.

This includes, in particular but not exclusively: business and project plans, cost estimates, financial and cost data, contracts, customer, supplier and personnel data, design, material, formulation and process data, test, measurement and trial results, software and source code, inventions and other intellectual property,



samples, prototypes and sample parts, as well as all documents made available in a secure data room. (2)

Negative Exclusion: Information shall not be regarded as confidential if it

- a) is or becomes generally known without any breach of this Agreement
 - b) was demonstrably known to the recipient prior to receipt and without any obligation of confidentiality,
 - c) was lawfully obtained from an authorized third party without any obligation of confidentiality, or
 - d) was demonstrably developed by the recipient independently and without the use of confidential information.
- (3) The burden of proof regarding the existence of an exception under paragraph 2 lies with the recipient of the information. An exception does not apply merely because individual elements of a piece of information fall within the scope of paragraph 2; it is necessary that the specific compilation and arrangement of those elements also be covered by the exception.

§ 2 Eligible group of people

- (1) The recipient of the information may disclose confidential information exclusively to
- a) its director, senior executives and employees,
 - b) affiliated companies within the meaning of Sektion 15 et seq. Of the German Stock Corporation Act, as well as their governing bodies and employees,
 - c) external solicitors, patent attorneys, tax advisers, auditors and other advisers who are subject to a statutory or contractual duty of confidentiality,
- in so far as and for as long as they actually require the information for the implementation or evaluation of the project (the 'need-to-know' principle).
- (2) Disclosure to other third parties, in particular to subcontractors, development partners or testing organisations, requires the prior consent of the provider of the information in writing.
- (3) The recipient of the information shall ensure that all persons involved in accordance with paragraphs 1 and 2 comply with the obligations of this agreement as if they were parties to it themselves; in the case of persons not subject to a statutory duty of confidentiality, this must be ensured in writing prior to disclosure. The recipient of the information shall be liable for any breaches by such persons as if they were their own conduct.
- (4) Upon request, the recipient of the information shall notify the provider of the information of the persons to whom confidential information has been made available.

§ 3 Duties of conduct

- (1) **Confidentiality:** The recipient of the information shall not disclose confidential information, either in whole or in part, to third parties without authorisation.
- (2) **Limitation of purpose:** Confidential information may be used solely for the purpose of evaluating and implementing the project. Any use beyond this, in particular for the recipient's own developments, offers or applications for intellectual property rights, is prohibited.
- (3) **Appropriate protective measures:** The recipient of the information shall protect confidential information with at least the same degree of care as they would their own trade secrets, but not less than the degree of



care required in the course of business. This includes access restrictions, secure storage and transmission, and the obligation of the persons involved.

- (4) **Copies:** Copies, records and other reproductions may only be made to the extent necessary and are subject to the same protection obligations as the originals.
- (5) **Reverse Engineering:** Samples, prototypes, components, materials and software provided may not be observed, examined, dismantled, analysed or tested without the prior written consent of the provider of the information, for the purpose of obtaining confidential information therefrom. The permission provided for in Section 3(1)(2) of the Trade Secrets Act is hereby expressly excluded.
- (6) **No Grant of Rights:** The disclosure of confidential information does not transfer any rights to such information or grant any licences, either expressly or impliedly. Existing and future intellectual property rights shall remain with the provider of the information.
- (7) **Return and deletion:** Upon request by the Information Provider or upon termination of the project, all confidential information, including copies, notes, samples and data storage media, must be returned immediately or deleted in a verifiable manner. This does not apply to copies held in automated data backups or to documents subject to statutory retention obligations; for these, the duty of confidentiality shall continue to apply until they are deleted.
- (8) **Non-solicitation:** For a period of twelve months following signature, neither party shall solicit employees or customers of the other party by making use of confidential information. General job advertisements not directed at specific individuals remain permissible.

§ 4 No preliminary agreement, no exclusivity

This agreement does not give rise to any obligation to enter into further contracts, nor does it establish exclusivity or any duty to disclose specific information. Either party may terminate discussions regarding the project at any time without giving reasons.

§ 5 No warranty

The provider accepts no liability for the accuracy or completeness of the confidential information. Statutory liability for wilful misconduct and fraudulent concealment remains unaffected.

§ 6 Contractual penalties and legal consequences

- (1) For every culpable breach of the obligations set out in Section 2 and 3, the breaching party shall pay the other party a contractual penalty amounting to

EUR [amount, suggestion: 50.000]

In the event of a continuing breach, the contractual penalty shall be forfeited anew for each month or part thereof during which the breach continues, subject, however, to a total limit of

EUR [maximum amount, suggestion: 250.000]

- (2) This shall not affect the right to claim further damages; forfeited contractual penalties shall be set off against any claim for damages.
- (3) Claims under the German Act on the Protection of Trade Secrets, in particular claims for injunctive relief, rectification, disclosure and damages, as well as the right to interim relief, remain unaffected.



§ 7 Statutory disclosure obligations

If the recipient of the information is obliged to disclose confidential information pursuant to a statutory provision, a court order or an order by a public authority, they shall inform the provider of the information without delay in writing, insofar as this is legally permissible, and shall limit the disclosure to the extent required by law. The rights under Section 5 of the Business Secrecy Act, in particular those relating to the detection of unlawful acts, as well as the rights of employee representatives, remain unaffected.

§ 8 Export controls

When disclosing confidential information, the parties shall comply with the applicable foreign trade regulations, in particular the AWG and AWV, the Dual-Use Regulation (EU) 2021/821 and, where applicable, US re-export regulations. Confidential information subject to authorisation shall only be made available to persons not resident in the European Union following a prior assessment and, where necessary, upon the granting of the required authorisation. Where information is or becomes classified, the provisions of state secrecy legislation shall take precedence over this Agreement.

§ 9 Data protection

Where personal data is transferred in the course of the project, the parties shall limit such transfers to what is strictly necessary and shall comply with the provisions of the GDPR. Any necessary data processing agreement shall be concluded separately.

§ 10 Term and Duration of Obligations

- (1) This agreement shall come into force upon signature by both parties and shall remain in force for the duration of the project, but for no longer than 36 months. Ordinary termination is excluded; the right to terminate for good cause remains unaffected.
- (2) The confidentiality and usage obligations under this agreement shall survive termination, namely:
 - a) for confidential information constituting trade secrets within the meaning of Section 2(1) of the Trade Secrets Act, for an indefinite period, provided that the conditions for trade secrecy continue to be met,
 - b) for all other confidential information, for a period of ten years from the termination of this Agreement.

§ 11 Final Provisions

- (1) Any amendments or additions to this agreement must be made in writing. This also applies to the waiver of this requirement for the written form.
- (2) Rights and obligations arising from this agreement may not be transferred to third parties without the consent of the other party; transfer to affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) remains permissible.
- (3) Should any individual provisions be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid provision with a valid one that most closely approximates the economic purpose.
- (4) This agreement is governed by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the rules of private international law.



(5) The exclusive place of jurisdiction for all disputes arising out of or in connection with this agreement shall be Saarbrücken, provided that the parties are merchants, legal persons under public law or special funds under public law. The provider of information shall also be entitled to bring proceedings at the general place of jurisdiction of the recipient of information.

Signatures

**AIOS Automotive Integrated
Overhead Systems GmbH**

[Supplier's Company Name]

Place, Date

Place, Date

Sven Graf, Managing Director

[Name, Position]