



Non-disclosure Agreement

SONOTRONIC GmbH
Becker-Görling-Str. 17 - 25
76307 Karlsbad, Germany

- hereinafter referred to as "SONOTRONIC" -

and

supplier

.....

.....

hereinafter referred to as "Party to the Contract" –

hereby conclude the following

Non-disclosure Agreement



The party to the contract works on the development and realisation of machinery and systems for Sonotronic's production.

1.

Within the framework of this work, the party to the contract and its persons used to perform an obligation, vicarious agents or employees will get to see vehicles, components or parts of vehicles which do not correspond to the series version and are therefore to be treated as strictly confidential in the sense of a trade secret and business secret. All tests, test requirements and plans are also subject to the requirement to maintain confidentiality.

2.

Confidential information is not just limited to information, findings or materials expressly marked as such by Sonotronic, but also any information the disclosure of which – in particular its publication – could adversely affect Sonotronic and its competitive position, as well as all personal data within the meaning of the Bundesdatenschutzgesetz (Federal Data Protection Act).

3.

Excluded from protection under the duty to maintain confidentiality are documents, information, knowledge and samples which were already known at the time of the signing of this agreement or the concrete collaboration (e.g. were published or were generally accessible to experts in any other form).

4.

The party to the contract shall compel its persons used to perform an obligation, vicarious agents or employees to maintain strict confidentiality, in particular it shall ensure that:

- no information about the observations will be disclosed to third parties;
- no unauthorised third parties can gain insights into the nature and scope of the work during the performance of the work covered by the contract;
- confidential vehicles or components are either covered with a tarpaulin or stowed in a locked room outside working hours;



-all work-related events, in particular contact with journalists, photographers or other persons, are reported to Sonotronic immediately (plant security, corporate security and/or the Sonotronic project manager);

-the only roads and sections of the site and buildings that are accessed are those which have been designated or are intended for the performance of the assigned work.

5.

The party to the contract shall take all appropriate precautions at its facilities and business premises to ensure the maintenance of confidentiality in accordance with the provisions of this contract with respect to any documents, samples, vehicle components, other hardware and personal data of Sonotronic which are provided. Sonotronic shall be entitled to verify the scope and status of the measures taken by the party to the contract at any time, including on site. The party to the contract undertakes to implement additional security measures immediately upon request by Sonotronic. Upon completion of the work, any material provided or generated must be returned without prompting and without exception.

6.

The party to the contract shall, on request, provide the Sonotronic project manager with the names of the employees deployed.

7.

The party to the contract shall, by means of appropriate written agreements with its employees, persons used to perform an obligation and vicarious agents, ensure that they accept the provisions set out in this agreement as binding upon them or are bound accordingly by confidentiality obligations under their contracts of service/employment.

8.

Where the party to the contract legitimately engages subcontractors for the fulfilment of its contractual obligations, it shall also impose the same obligations on them in writing in accordance with this agreement. Sonotronic must be given advance notification of any such further imposition of the obligations.

9.

The party to the contract is aware that image recording (photo, film, video or magnetic image recording devices) is prohibited throughout the entire FE site and in all business premises.



Any image recording devices brought along must be handed over to plant security for safekeeping. Exceptions require the written approval of the FE/TE management.

10.

The party to the contract shall be liable for compensation for any damage incurred by Sonotronic in the event of intentional or negligent breach of this non-disclosure agreement. Intentional or negligent breach of this non-disclosure agreement by the party to the contract shall be deemed to have occurred if Sonotronic can furnish evidence that confidential information has been disclosed to third parties from the sphere of the party to the contract or its subcontractors. The party to the contract shall be entitled to furnish evidence to the contrary.

The party to the contract shall be equally liable for the conduct of its employees in accordance with section 278 BGB (German Civil Code) and its subcontractors in accordance with section 831 BGB, without being entitled to provide evidence of exoneration in accordance with section 831 (1) 2 BGB.

In addition to the above provisions, it is stipulated that for each case of infringement of this non-disclosure agreement, the contractor shall pay Sonotronic a contractual penalty of Euro 500,000. The contractual penalty shall be offset against the obligation to pay damages.

The attention of the party to the contract is explicitly drawn to the fact that in addition to asserting its rights under civil law, Sonotronic will also immediately bring criminal charges in the event of non-compliance with this non-disclosure agreement.

11.

Where the party to the contract, its persons used to perform an obligation, vicarious agents or employees are provided with plant ID cards or keys in relation to the performance of the contract, these must be returned to Sonotronic unprompted upon termination of the contract or when the respective person used to perform an obligation, vicarious agent or employee leaves the service of the party to the contract.

Any loss of a plant ID card or key must be reported to plant security immediately. Sonotronic shall be entitled to demand a flat-rate sum of Euro 10 as compensation for damage in the event of the loss of an ID card and Euro 25 in the event of the loss of a key. The right to furnish proof of higher or lower actual damages remains reserved for Sonotronic and the party to the contract.



12.

This non-disclosure agreement can be terminated in writing subject to notice of six months to the end of the year. The rights and obligations shall continue to apply for a further five years in the event of termination. The same shall apply in the event that the parties terminate their business relationship.

Should any provision of this non-disclosure agreement be or become invalid, this shall not affect the validity of the remaining provisions. The parties to the contract shall replace any invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

It is agreed that the law of the Federal Republic of Germany shall apply. Place of jurisdiction is the competent court for Karlsbad-Ittersbach.

Amendments as well as supplements to this non-disclosure agreement must be made in writing.

Sonotronic:

Karlsbad, dated

SONOTRONIC GmbH

Party to the contract:

_____, dated _____
(Place) (Date)

Company stamp:

(Legally binding signature)

(Name and position)