

between

XXX
XXX
XXX

- hereinafter referred to as the Contractor -

and

Kipp GmbH & Co. KG
Car Comfort Systems
Gottlieb-Daimler-Str. 19
72172 Sulz- Kastell

- hereinafter referred to as **CCS** -

1. Flow of Information

Both contractual partners commit themselves to use the information resulting from these discussions for the exclusive purpose of the proposed cooperation while keeping it secret and in particular, to respect copyright and not to hinder the registration of industrial property rights.

Information may not be communicated directly nor indirectly to third parties, neither orally nor in writing or any other form.

2. Confidentiality

All documents, documentation, drawings, patterns, intentions, experiences, material of whatever kind and nature, the information embodied by Kipp GmbH & Co KG and the Contractor, especially in technical and economic terms remain the property of the respective contractual partner. Each contractual partner is obliged to treat that information as confidential beyond the expiration of the contract term, to ensure it is inaccessible to third parties, to protect it from third-party access and to use it just for purposes within the framework of the joint project, unless otherwise agreed by the contractual partners. In addition to this, upon written request from the relevant contractual partner, all belonging information is to be returned without delay and all possibly existing copies destroyed.

The Contractor may not submit any offer related to the joint project to third parties without permission from CCS.

CCS may not obtain any offer through a third party using data elaborated from the Contractor.

This confidentiality obligation shall not apply to information, where:

- the party entrusted with the secret information can prove it has been developed by himself and not from confidential information.
- the party entrusted with the secret information can prove that he acquired it rightfully from a third party who is entitled to the same disclosure.
- the party entrusted with the secret information can prove that he was lawfully in possession of the same before signing this Confidentiality Agreement.
- which is generally known or becomes generally available, thus not being considered as a breach of contract from the party entrusted with the secret information.

The contractual partners are obliged to impose the same level of confidentiality on employees receiving this information as on themselves, unless the employees are not already committed to the same extent of confidentiality through their respective employment contracts.

Both contractual partners are obliged to destroy or return all received information, both in written or other means, including samples, drawings and specifications to their contract partner upon request.

Such a request can be done at any time, but no later than 6 months after the end of this agreement.

This reclamation does not apply to prepared discussion notes, which are administrative in nature.

2.1 Privacy Policy

Both contractual partners undertake to observe the provisions of the data protection act and create the appropriate technical conditions to prevent unauthorized access to information that could enable unauthorized modifications or disclosure.

2.2 Rights of Use

This Agreement about the exchange of mutual information and messages excludes licenses, rights of reproduction, use or other rights, regardless of any existing patents or other intellectual property rights.

The contractual partner delivering information and communications assumes no responsibility for the economic feasibility of the information provided in this Agreement.

It is also noted explicitly that this information has not been examined for freedom from third-party rights.

No liability for any damage caused to the receiving contractual partner or third party shall be assumed by the disclosing partner, unless otherwise required by legal liability.

3. Duration of this Agreement

This Agreement is effective starting from the date of the first exchange of requests / drawings and specifications in force.

The obligation of confidentiality expires automatically after 5 years

Both contractual partners reserve the right to extend the term by written agreement.

4. Modifications or Extensions

This Agreement may be modified by a written request, signed by both contractual partners.

5. Jurisdiction

This Agreement is governed by German law.

Both contractual partners agree that all disputes arising from this Agreement or the extent of its validity shall be finally settled by a court of arbitration based in Stuttgart.

The arbitration code of the International Chamber of Commerce (ICC) , Paris, in its 1998 version, will be applicable.

6. Affiliated Enterprises

Companies are deemed affiliated enterprises if they are in direct or indirect involvement with a contractual partner and/or are in a supplier relationship with one of the contractual partners, unless they are in competition with the disclosing partner.

They are not considered third parties, as long as they are subject to similar obligations of confidentiality regarding the information disclosed.

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Place, Date

XXX
XXX
XXX
XXX

.....
Signature, Company stamp

.....
Place, Date

KIPP GmbH & Co. KG
Car Comfort Systems
Gottlieb-Daimler-Str. 19
72172 Sulz - Kastell

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Signature, Company stamp