

Nondisclosure Agreement

- in reciprocity -

between

Framo Morat GmbH & Co. KG

and

Franz-Morat-Straße 6

79871 Eisenbach

- hereinafter referred to as "Framo Morat"-

- hereinafter referred to as "Partner"-

Framo Morat and Partner hereinafter also referred to as each a „Party“ and collectively the “Parties.”

Re: Inquiries & General Collaboration

The undersigning Parties are obligated to handle assigned tasks and all information, knowledge, and experiences to which it receives access at a Party or receives from a Party in a confidential manner and to not make these things accessible to third parties. This includes also financial information, particularly inquiries related to the order and any shared objectives of the order.

The Parties will ensure compliance with the agreement by all persons and firms that serve it.

The nondisclosure obligation will not apply to the extent that the information:

- a) represents the current state of technology or becomes the current state of technology through no fault of the undersigning party, or
- b) is already known to the undersigning party at the time the information is shared or is subsequently shared by third parties that do not have a nondisclosure obligation.

It will be incumbent upon the party that invokes an exception to the nondisclosure obligation to provide evidence of the existence of an exception.

The title to all information shall at all times be retained by the disclosing Party. The disclosing Party does not make any representations or warranties of any kind relating to any Information it may disclose, including, without limitation, the accuracy or completeness of such Information. The disclosing Party will not be liable for any damages arising out of the use of Information disclosed under this agreement.

The nondisclosure obligation will end five years after signing of this declaration and no earlier than three years after cessation of the planned series-production deliveries.

German law shall apply under the exclusion of the conflict of law regulations. The place of jurisdiction and performance for both Parties is Freiburg i. Br.

Place, Date

Place, Date

Signature

Signature

Name, Title

Name, Title