

Non-Disclosure Agreement

On Mutuality



between:

SUSPA GmbH

Mühlweg 33

90518 Altdorf, Germany

in the following "SUSPA"

together with its subsidiaries

and

In the following " " "

1. In the course of business initiation, the subsequent contract negotiations and ultimately the partnership, the contracting parties grant the other party access to confidential documents, data and other information. This non-disclosure agreement is to be considered especially in case of classified information level "Confidential" and "Strictly Confidential".
2. The contracting partners are committed to treat the information provided for by the other party or their customers, suppliers or partners within this contract as well as any knowledge they obtain during this cooperation about affairs – as of technical, commercial or organisational kind – confidential and not to commercialise or use or make available to third parties during the duration as well as after termination of this agreement without any written consent of the party concerned. A use of this information is limited only to the use to execute this contract.

especially undertakes not to directly or indirectly get in business contact with customers, suppliers and other partners of SUSPA and not to act for them neither immediately nor via third parties. Unaffected by this are the business relationships that already existed before the conclusion of this contract and/or new business between and customers, suppliers and other partners of SUSPA, which is unaffected by this non-disclosure agreement.

Subject of the confidentiality commitment are all documents, drawings sketches, data (personal and not individual-related), objects, samples, prototypes, materials, processes, know-

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how, information etc., which are disclosed or allocated from one contracting party to the other, including copies (in the following "copies"), if they are marked as confidential or which a third party would regard as worthy of protection and thus as confidential.

This confidentiality commitment is not valid for information, which

- the other party has verifiably obtained or obtains from an entitled third party or
- were already well known when concluding the contract or
- subsequently became generally known without violating the obligations contained in this contract.

This obligation is also not valid, if the parties were forced to reveal the obtained information due to legal regulations or official directives.

If allowed and possible, the party obliged to disclosure will inform the other party in advance and thus enable them to override the disclosure.

3. The contracting parties undertake to protect company and business secrets of the other party and to keep data secret which refer to personal or business-like affairs of the party and their employees or third parties. This obligation also exists after the contractual relationship has ended.
4. The contracting parties will not use documents, information or business knowledge of any kind, obtained in connection with their activities from customers, suppliers or other partners of the other party, neither today nor in future for third parties. Store obtained documents, so that third parties cannot get access.
5. After termination of the contractual relationship the parties return the confidential documents, sketches, information etc. provided reciprocally without delay to the other contracting party. Copies, if any, are to be destroyed. The official retention obligations are to be observed. The right to withhold only exists if it is necessary for asserting claims from the underlying employment contract.

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6. Handling of personal data

If the contracting parties come into contact with personal data under the responsibility of the other party, the following is valid:

- 6.1. will commit their employees entrusted with the fulfilment of orders to confidentiality and data safety. The contracting parties will observe all regulations of the EU General Data Protection Regulation as well as other provisions about data safety and will process person-related data only in the framework of the imminent fulfilment of orders.
- 6.2. In the event of suspected disruptions, data protection violations or other irregularities in the fulfilment of the order, the contracting parties will inform each other immediately.

7. The contracting parties will impose the obligations they have entered into on confidentiality and data protection also on all persons or companies that are commissioned by them within the framework of the above-mentioned cooperation. Additionally, they will make sure that only those persons, employees or third parties who are commissioned by them in the context of the above-mentioned cooperation, will only gain knowledge of the confidentiality issues as is necessary for the execution of the service contract.

The employees of are fundamentally obliged to maintain confidentiality within the framework of their employment relationship. Upon request, each contracting party must inform the other within a reasonable period of time to which persons or companies which matters have been disclosed.

8. Should any provision of this agreement be or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The ineffective provision is replaced by the legally permissible provision that comes closest to what is intended. This also applies in the event of an unintended loophole.

9. Oral agreements do not exist. Changes and additions to this agreement must be made in writing; this also applies to the cancellation of the text from requirement.

10. German law applies to the exclusion of the UN sales law CISG.

11. This agreement becomes effective upon signature. The obligation to maintain secrecy exist for at least 10 years after the end of the business relationship.

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In two versions.

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SUSPA GmbH

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