

Non-disclosure agreement

- hereinafter referred to as the "Agreement" or "Confidentiality Agreement" -.

between

Rhenus Automotive SE

- Hereinafter referred to as "Rhenus" -

and

- hereinafter referred to as "project partners" -

- Rhenus and Project Partners hereinafter jointly referred to as "Parties" -

the following agreement regarding

Project scope (e.g. request for an assembly line for xxx)

- hereinafter referred to as "project scope" -

is concluded:

The project partner is interested in supporting Rhenus, companies affiliated with Rhenus within the meaning of §§ 15 ff. German Stock Corporation Act (AktG), in the processing of the project scope and would like to be comprehensively informed on the basis of the documents and materials required for this purpose. In this context, information shall be made available to the project partner. The parties agree that the confidential treatment of this information shall be an indispensable prerequisite for its transfer and for any subsequent cooperation.

1. Confidential information

"Confidential Information" means all information received from Rhenus in writing or orally or in any other form within the scope of the Project, regardless of the medium in which it is contained or on which it is stored and regardless of whether it is made available before or after the conclusion of this Agreement, and which:

- is either marked as confidential/classified information, described as such or otherwise made recognisable as such; or
- are to be considered confidential/secret due to their content.

In particular, documents, drawings, electronic data, samples, materials, goods, specimens, equipment, devices, technical processes and other technical knowledge as well as disclosed know-how shall be considered confidential and/or secret.

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2. Obligations of the project partner

a. General

The project partner undertakes to keep confidential information strictly secret, not to disclose it to third parties and to prevent access by third parties in the sphere or by interfering with the sphere of the project partner.

Confidentiality also means that the information and materials disclosed:

- may not be disclosed to third parties except with the express prior written consent of Rhenus, and
- not for internal research and development or production; and
- may not be used for own purposes outside the scope of the project or for purposes of third parties, and
- are to be kept under control at all times and are to be stored in a safe place when work is interrupted.

The project partner undertakes to make the information of Rhenus accessible only to those employees who need it for the purpose of the project scope. The project partner shall oblige these employees to maintain confidentiality within the scope of this agreement.

This obligation shall also apply to the project partner after termination of the business relationship with Rhenus within the scope of the project.

Furthermore, the project partner undertakes not to exploit, imitate or reverse engineer confidential information for purposes other than the fulfilment of the project scope itself or through third parties (so-called "reverse engineering").

b. Protective measures

The project partner commits to,

- keep all documents and materials containing confidential information separate from all other documents, materials and records and in such a way that they are identifiable as trade and business secrets of Rhenus; and keep them secure with appropriate and industry standard security measures to protect them against theft and unauthorised access;
- to make copies of the confidential information only to the extent necessary to effectively advance the business relationship and, when making copies, to ensure that marks indicating the confidentiality of the information are placed on copies. Any copying shall be documented;
- to notify Rhenus immediately upon becoming aware of or suspecting any actual or threatened unauthorised use or disclosure of Confidential Information and to take all reasonable steps to prevent or stop - if necessary with the assistance of Rhenus - such use or disclosure.

3. Exceptions

The obligations referred to in the preceding Article shall not apply to that information which is demonstrably

- were already evident or generally accessible at the time of receipt,
- were already in the possession of the receiving project partner at the time of receipt,
- become apparent after receipt without any action on the part of the receiving Project Partner and without breach of this Agreement, or
- become available from third parties without any obligation of confidentiality and non-use, provided that such third parties have not received the information directly or indirectly from Rhenus.

Furthermore, the Project Partner is entitled to disclose confidential information to the extent it is obliged to do so by virtue of a legal provision, official order or court decision. In such cases, Rhenus shall be informed of the disclosure immediately and, if possible, in advance in writing and the project partner shall take the reasonable precautions provided for by law to keep the scope of the disclosure as small as possible.

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4. Breach of the confidentiality obligation

In the event of a breach of this confidentiality obligation, the project partner shall be liable for compensation of the damage incurred by Rhenus. The project partner is equally liable for the conduct of its employees and vicarious agents and its sub-contractors.

For each case of culpable breach of a confidentiality obligation imposed by this Agreement, the Project Partner undertakes to pay an appropriate contractual penalty, the amount of which shall be determined by Rhenus in each individual case at its reasonable discretion. The Project Partner is entitled at any time to have the amount of the contractual penalty determined by Rhenus subjected to an equitable review by the competent court. The assertion of a claim for damages exceeding the contractual penalty remains unaffected. Contractual penalties paid shall be set off against claims for damages for the respective breach of a confidentiality obligation.

5. Return and / or destruction of the confidential information

Upon request by Rhenus, the Project Partner shall immediately return to Rhenus the Confidential Information to the extent it is embodied in documents. This includes copies made by the project partner as well as written documents and other documents which are the results of work resulting from the use of the confidential information. The project partner shall immediately destroy any electronic data obtained or compiled in a comparable manner at the request of Rhenus. There is no obligation to destroy or return the confidential information if it was stored electronically solely for the purpose of data backup (IT backup) and therefore cannot be deleted individually without disproportionate effort.

6. Start and end

This non-disclosure agreement shall enter into force as of the date of its signature by both parties and shall apply until the end of the cooperation between Rhenus and the project partner within the scope of the project.

The obligations of the Project Partner governed by the non-disclosure agreement shall continue to apply after the end of the non-disclosure agreement for an indefinite period of time to all confidential information that was transmitted to or made available to the Project Partner before the end of the non-disclosure agreement.

7. Changes and / or additions

Amendments and / or supplements to this non-disclosure agreement must be in writing to be effective and must be signed by both contracting parties. This also applies to the waiver of the written form requirement.

8. Severability clause

Should individual provisions of this non-disclosure agreement be invalid or unenforceable or become invalid or unenforceable after the conclusion of this non-disclosure agreement, the validity of the remaining provisions of the non-disclosure agreement shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come as close as possible to the economic objective pursued by the parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the non-disclosure agreement proves to be incomplete.

9. Place of jurisdiction

This non-disclosure agreement is subject to German law. The exclusive place of jurisdiction is Essen.

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Rhenus Automotive SE

Place, date: _____

Name: _____

Signature: _____

Project partner

Place, date: _____

Name: _____

Signature: _____