

Confidentiality Agreement

between

MotherSON:	[please enter full legal name of the entity]
Address:	[please enter address]

acting for itself and on behalf of its subsidiaries, affiliates and associated companies as defined in this Confidentiality Agreement

hereafter referred to as “**MotherSON**”

and

Company:	[please enter full legal name of the entity]
Address:	[please enter address]

acting for itself and on behalf of its subsidiaries, affiliates and associated companies as defined in this Confidentiality Agreement

hereafter referred to as “**Company**”

MotherSON and the **Company** jointly referred to as the “**Parties**” or individually as a “**Party**”.

The Parties intend to discuss a potential commercial relationship regarding:

“Project”:	[please enter project name or description]
“Effective Date”:	[please enter DAY/ MONTH / YEAR]

Preamble

- A. The Parties intend to discuss a potential commercial relationship regarding on the first page mentioned Project (“**Contractual Subject Matter**”).
- B. The Parties may disclose to each other various types of technical, strategic, financial, commercial, operational and other proprietary information and know-how in relation to the contemplated business relationship. These business secrets are of economic value, are subject to appropriate secrecy, and there is a legitimate interest in secrecy.

For these purposes the Parties enter into the following

Confidentiality Agreement (“Agreement”)

1. Confidentiality Obligation

- 1.1 Each Party intends to disclose (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) certain business secrets and other confidential information of a commercial, strategic, financial and technical nature including know-how (“**Information**”).

“**Know-how**” for these purposes are those inventions, data, tools, prototypes, drawings, specifications, testing results and all other ideas, concepts and services for improving technologies in physical or any other form (including but not limited to drawings, other graphic designs, magnetic and other data carriers, working instructions and testing instructions), and any ideas, concepts or services of each Party or of third parties which are disclosed by one Party vis-à-vis the other Party always provided that none of the aforementioned are protected by patents or other intellectual property rights. Furthermore, the definition of trade secret of the national legislation applicable between the Parties shall apply. No obligation for the disclosure of certain Information shall result here from.

Parties agree that any such disclosed Information is confidential (“**Confidential Information**”), regardless of the form of transmission, whether in writing, orally, on data carriers or in any other way. This also includes copies of Confidential Information. Confidential Information also includes information that a Party obtains through its own observations during a visit to the premises of the other Party.

- 1.2. Each Party undertakes to

- keep the Confidential Information disclosed by the Disclosing Party strictly secret and not use it for any other purposes than those referred to in the Preamble regarding the Contractual Subject Matter;
- take all reasonable and necessary steps to protect the confidentiality of the disclosed Confidential Information and ensure it is not disclosed it to third parties or otherwise make it accessible to any third parties. “**Third Party**” means any person or entity that is not a Party, employee and/or Consultant of a Party to this Agreement. A “**Consultant**” is any person who acts in an advisory capacity for the respective Party and is subject to a statutory or similar confidentiality obligation comparable to this Agreement. Affiliated Companies of the Party insofar as they are not competitors to the Disclosing Party, as well as their employees and Consultants are not considered Third Parties, provided that they require knowledge of the Confidential Information and are subject to comparable confidentiality obligations. “**Affiliated Companies**” are all companies that directly or indirectly control a Party, are controlled by it or are under common control, whereby "control" means that more than 50% of the shares or voting rights are held directly or indirectly, but only for as long as this control exists.

- not copy or duplicate the Confidential Information unless this is necessary to fulfill the purpose stated in the Preamble,
 - in case of a delivery of patterns or prototypes not open, disassemble or strip down (“**Reverse Engineer**”) any of the Confidential Information without the prior written consent of the Disclosing Party.
- 1.3. In addition, the Receiving Party commits itself
- to use the Confidential Information exclusively for the performance and within the scope of the Contractual Subject Matter referred to in the Preamble and
 - to pass the Confidential Information exclusively to those of its employees who need to know the Confidential Information in connection with the Contractual Subject Matter. Furthermore, however, these employees are obliged to fulfill the obligations contained in this Agreement to the same extent as the Parties, to the extent permitted by law, even beyond the end of their legal relationship with the respective Party.
- 1.4. The above confidentiality obligation does not apply to such Confidential Information,
- which becomes or has become publicly available or known through no fault of the Receiving Party or any other person entitled to their knowledge,
 - which the Receiving Party receives or has received from a third party in a legally valid way,
 - which is known already at the time of the conclusion of this Agreement to the Receiving Party independently of the Disclosing Party and without the use of the Confidential Information,
 - which is to be disclosed to Third Parties on account of statutory obligations or an indisputable judicial decision. This exception shall only apply, however, if the Party subject to such statutory disclosure obligation informs the other Party hereof immediately in writing and employs its best efforts to limit the disclosure to the statutory minimum disclosure requirements.
 - which was independently developed by employees of the Receiving Party who at no time had any contact with or access to such Confidential Information and who in no way used or relied on such Confidential Information.
- 1.5. Each Party undertakes to keep the Confidential Information secret with at least the same degree of diligence and care which it employs in its own affairs, but in any case, at least with the care of a prudent businessman.
- 1.6. Regarding the existence of the preconditions set out in the above Clauses 1.3, 1.4 and 1.5 the Receiving Party shall have the burden of substantiation and proof.

2. Property Rights and Protection of Intellectual Property

- 2.1. Each Party shall retain all rights to its Confidential Information disclosed to the other Party, including copyright and rights for filing proprietary rights. The Receiving Party shall not be entitled to use the Confidential Information in order to file an application for a patent or other proprietary rights, the Receiving Party shall on request transfer any filed or granted patents or other proprietary right, which are based on the Confidential

Information, to the disclosing Party free of costs. The disclosure and utilization of Confidential Information shall not create a right based on prior use for the Receiving Party.

- 2.2. No rights to a patent applications, patents, designs, utility models or trademarks, and no rights of property, license, reproduction, rights of use, rights to a name, or other rights or options shall be granted by this Agreement or by the mutual disclosure of Confidential Information or by the handing over of data, drawings, patterns, etc., irrespective of whether proprietary rights exist or not.

3. Liability

- 3.1. The Disclosing Party shall not accept any liability for defects or damages with regard to the accuracy, freedom from errors, freedom from proprietary rights of Third Parties, completeness or usability of the disclosed Confidential Information, unless the Disclosing Partner is liable under a mandatory provision of law.
- 3.2. Each Party shall be liable for any disclosure or use of Confidential Information other than as permitted under this Agreement. If and when a Party passes on or makes available Confidential Information to its Affiliated Companies pursuant to section 1.2 the Party shall be liable for any acts or omissions committed by an Affiliated Company to the same extent as for its own acts and omissions. The same applies when an Affiliated Company ceases to be an Affiliated Company.

4. Import and Export Control, Sanction Regulations

The Parties are obliged to ensure compliance with all applicable import, export control and sanction regulations with regard to the activities underlying this Agreement for their respective areas of responsibility.

5. Return or Destruction of Confidential Information

- 5.1. Documents and other data carriers which comprise Confidential Information for the purposes of this Agreement and which have been disclosed by the Disclosing Party to the Receiving Parties or which have been made available to the Receiving Party otherwise are and shall remain the property of the Disclosing Party and nothing in this Agreement shall be construed as granting to the Receiving Party any rights by license or otherwise in any Confidential Information.
- 5.2. Upon termination of the business relationship between the Parties or upon termination of the contract comprising the Contractual Subject Matter, the Receiving Party must, without unreasonable delay, return to the Disclosing Party or destroy any and all copies of Confidential Information.
- 5.3. Electronically stored Confidential Information must be permanently and irretrievably deleted from all systems and data storage devices unless technical constraints prevent this, in which case appropriate measures must be taken to prevent access.
- 5.4. At the request of the Disclosing Party, the Receiving Party shall confirm in writing that it has completely returned and/or destroyed all Confidential Information in accordance with the provisions of this Section 5.

- 5.5. The obligation to return or destroy shall not apply if the Confidential Information must be retained under mandatory law. All Confidential Information required to be retained under Section 5 shall continue to be stored in accordance with the provisions of this Agreement.

6. Term of the Agreement

- 6.1. This Agreement shall enter into force on the Effective Date. If an Effective Date is not specified on page 1 above, the Agreement shall enter into force on the date of signature by the last of the Parties.
- 6.2. The Agreement is concluded for a term of 5 years.
- 6.3. A termination of this Agreement shall not affect the rights and obligations of the Parties with respect to the confidentiality of Confidential Information created during its term. The confidentiality obligations under section 1 shall continue to apply for a further period of 3 years after termination of the Agreement. This shall not apply to business secrets, for which the confidentiality obligations pursuant to Section 1 shall continue to apply for as long as this Confidential Information remains a business secret.

7. Remedies

Each Party agrees that (a) any unauthorized use and/or disclosure of the Disclosing Party's Confidential Information, or (b) its failure to perform any obligation or duty which it has agreed to perform under this Confidential Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate and that the provisions of this Agreement may be enforced by way of a restraining order or injunction and/or specific performance in addition to any other available legal remedies. The failure to enforce any provision of this Agreement shall not constitute a waiver by the relevant Party of that or any other provision.

Each Party is aware that any breach of Confidential Information might be a criminal offence according to the applicable statutory law.

8. Miscellaneous Provisions

- 8.1. Changes to this Agreement require written form in order to be valid. This applies also to the change of this requirement for written form.
- 8.2. Any rights under or pursuant to this Agreement must not be transferred to any Third Party without the prior written consent of the other Party.
- 8.3. If any provision of this Agreement is invalid or unenforceable or should it so become or should there be a gap in the contract, the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 8.4. The Parties agree to comply with relevant data protection regulations in the respective applicable version and shall observe them. The Receiving Party must ensure that the employees are aware of data protection obligations. The Parties agree to maintain relevant cybersecurity measurements (e.g. TISAX) and implement robust security measures, including regular assessments and prompt breach reporting. Non-compliance with these requirements will be considered a material breach, allowing for immediate termination of the agreement.
- 8.5. Delivery of this Agreement shall be legally effective if made in hard copy, by fax, or in electronic form (e.g., via DocuSign or a comparable eSignature platform) by email in counterparts. The Parties acknowledge and

agree that any copy of this Agreement transmitted by fax, photocopy, scanned, or electronic document shall be considered an original and fully legally binding, to the extent permitted by applicable law.

8.6. This Agreement shall be governed by the laws of the jurisdiction in which MotherSON or the relevant affiliate of MotherSON is registered. The applicability of the UN Convention on Contracts for the International Sale of Goods and provisions of international conflict of laws are excluded.

8.7. Exclusive place of jurisdictions for all disputes arising out of or in connection with this Agreement is the competent court where the registered seat of MotherSON or the relevant affiliate of MotherSON.

For MotherSON:

Place:....., Date:.....

Name:

Title:

Name:

Title:

For Company:

Place:....., Date:.....

Name:

Title:

Name:

Title: