

Non-Disclosure Agreement

between

POLYTEC [company]
[address]

- referred to as POLYTEC hereinafter -

and

"Company"
[address]

- referred to as Partner hereinafter -

- referred to together as Parties -

PREAMBLE

The Parties intend to work together commercially and enter into discussions regarding the following project ("Purpose"):

[project description]

In the event that no specific project is used, the following applies:

General cooperation: The Parties intend to cooperate in all business areas ("Purpose")

In any event, the Parties shall acquire confidential information from the other party for the Purpose.

The **"providing party"** is the party that provides information itself or by an affiliated company.

The **"receiving party"** is the party that receives information from the providing party or by an affiliated company.

1. Object, Scope

1.1. This non-disclosure agreement ("Agreement") shall be applicable for all valuable information and knowledge that is provided by the providing party to the receiving party or that comes into being during the process of bidding for the services, submission of proposal, assignment of order and its execution. The following shall be especially applicable as valuable information and knowledge ("Information"):

- 1.1.1.** Flow charts, connection specifications, samples, materials, documents, drawings, work results, process descriptions, recipes, technical, operational and /or financial data, etc.
- 1.1.2.** Explanations, sketches, solutions, process samples, knowledge about patents, licences, other copyrights, etc.
- 1.1.3.** Type designations, lots, information about transport and packaging, prices, price calculations, client and supplier relationships.

- 1.2. The receiving party shall be under obligation to use the Information only for the Purpose and explicitly not for other clients or for its own purposes. The receiving party shall place its employees under the same obligation and shall ensure that only the employees involved in executing the Purpose are provided with Information.
- 1.3. Information provided before the conclusion of this Agreement shall also be covered by this Agreement in its entirety.
- 1.4. The Agreement shall not be applicable to Information or parts thereof for which the receiving party furnishes proof that it
 - was publicly known or accessible before the date of acquisition,
 - became publicly known or accessible after the date of acquisition without the receiving party being responsible for the same, or
 - was provided to the receiving party by a third party authorised to do so.
- 1.5. Should Information about other projects or products be provided within the scope of the exchange, then this Information shall also be covered by this Agreement.
- 1.6. The Parties agree to keep the conclusion of the contract strictly confidential. References shall only be allowed with the prior written consent of the other Party.
- 1.7. TISAX®: For IT security in the automotive industry

Suppliers and service providers in the automotive industry often process extremely sensitive information from their clients. Manufacturers usually involve their suppliers closely in product and process development. The level of information and / or cyber security of the data should therefore be high for everyone involved. The Information Security Assessment (ISA) catalog of requirements developed and set up jointly by the ENX Association and the VDA (Association of the Automotive Industry) is used for this. If such a product and / or process development takes place between POLYTEC and the partner, the VDA ISA standard is part of this confidentiality agreement and the partner undertakes to comply with this standard.

2. Third Parties, Disposition

- 2.1. The Information may not be provided to third parties in any way without prior explicit written consent of the providing party, may not be used for purposes other than the Purpose defined in this Agreement and must be protected against unauthorised access. The receiving party shall be responsible for their employees and third parties.
- 2.2. Affiliated companies shall not be treated as third parties under this Agreement. In case providing Information is absolutely necessary for fulfilling of the Purpose, it is permissible to share Information available with affiliated companies without the prior written consent of the other Party under the condition that the affiliated company adheres to the provisions as set out in this Agreement.
- 2.3. Information must be destroyed immediately upon the providing party's request and not later than the end of the business relationship established for this project (as far as actually and legally possible). The receiving party may not preserve any records. Excepted from this requirement are routine backup copies of electric data communications which cannot be deleted and Information which the receiving party must retain in order to comply with mandatory provisions of statutory law.

3. Property rights

- 3.1. The providing party reserves the commercial property rights to Information, irrespective of whether or not the property rights have already been applied for.

- 3.2. The Parties shall be under obligation not to infringe any existing protective rights to Information as well as to not support any third party in doing so.

4. Liability

- 4.1. Statutory provisions shall apply in case of a violation of this Agreement.
- 4.2. POLYTEC reserves the right to terminate any contract and/or further cooperation with the Partner immediately and without period of notice in case of a violation of this Agreement by the Partner.
- 4.3. Any warranty or liability of the providing party for the correctness, completeness, faultlessness and/or usability of Information for an intended purpose shall be explicitly excluded as legally permissible.

5. Duration

This Agreement shall come into force after signing and shall be valid for a duration of five (5) years. In case discussions or information exchange has been successful and a contract has been concluded, the obligations in this Agreement shall not expire until the end of the concluded contract. After expiry of this duration, this Agreement may be terminated anytime subject to a period of notice of 3 months. The confidentiality obligations arising from this Agreement shall not terminate until five (5) years after the end of this Agreement or the contract concluded thereafter.

6. Miscellaneous

- 6.1. Conclusion of this Agreement shall not put either of the Parties under obligation to conclude further agreements with the other party. The Parties shall explicitly agree upon the type and scope of a planned co-operation.
- 6.2. Changes to this Agreement must be in writing to be effective. This shall further be applicable to a change to this Section 6.2. pertaining to the written form. There are no verbal additional agreements.
- 6.3. If individual provisions of this Agreement be or become invalid, the Parties shall be under obligation to replace it with another one fulfilling the economic purpose of the invalid regulation to the maximum possible extent. This shall not affect the validity of the remaining regulations.
- 6.4. For all disputes resulting from this Agreement or its execution, the sole place of jurisdiction shall be the court of competent jurisdiction in 4020 Linz, Austria, if Austrian law is applicable. If German law is applicable, the exclusive place of jurisdiction shall be the court of competent jurisdiction in 26135 Oldenburg, Germany. If the law of England and Wales is applicable, the exclusive place of jurisdiction shall be the court of competent jurisdiction in WV15 Bridgnorth, UK.
- 6.5. In the event that the contracting POLYTEC entity is based in Austria, Austrian law applies. If both Parties are based in UK, the law of England and Wales applies. In any other cases German law applies. Regardless of which jurisdiction applies, the UN Convention on the International Sale of Goods is always excluded.
- 6.6. POLYTEC Group's Data Privacy Policy, which is available under www.polytec-group.com shall be integral part of this Agreement.

[Date]

[Date]

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POLYTEC [Company]
Name and designation

.....
PARTNER [Company]
Name and designation