Non-Disclosure Agreement

Annotation
(will not be printed)

This document contains fields that must be filled.

To do this, press the F11 key to jump to the individual fields.

between

**FFG Europe GmbH**

Salacher Strasse 93
73054 Eislingen

- called below **FFG** -

und

- called below **Partner** -

called below also individually "**party**" and in common "**parties**".

FFG and the partner consider the analysis of/cooperation for the project “”. For the purpose of this analysis/cooperation, the parties will exchange confidential information.

In order to lay down rules for the reciprocal confidentiality of such information, the parties will agree on the following:

1. The parties will submit to the exclusive and strictly confidential use of all reciprocally exchanged or otherwise accessed confidential information only for the purpose of “” (called below the "PERMITTED PURPOSE"). „Confidential information" in the meaning of the present agreement is all commercial, financial, technical, legal or other information, in particular with regard to business relations, manufacturing processes, financial data, research projects, scientific and sales information of each party, including such information belonging to the subsidiaries of the corresponding parties. This rule applies independently on the fact whether such information has been disclosed in writing, verbally, by vision or in any other way.

Any confidential information remains the property of the corresponding party. The parties will treat confidential information with the same care as own commercial secrets, at least, however, with an usually exerted degree of care.

Confidential information only shall be disclosed or made available to own employees, employees of affiliates of the group of companies of Fair Friend Group (in particular FFG European and American Holdings GmbH, FFG Werke GmbH and FFG Europe S.p.a (Italy) and their affiliated companies in the meaning of German § 15 AktG) or external consultants (called below collectively the "representatives") to a degree at which their knowledge is indispensable within the scope of the permitted purpose („need-to-know-basis“). Prior to their disclosure, the parties will notify the corresponding representatives of the latter of the confidentiality of the information and of the obligations contained in the present agreement. At any rate, confidential information only shall be disclosed or made available to such representatives who, by their employment contract or by other contractual agreements or by law, are committed to the confidential treatment of the disclosed information to the degree as prescribed herein. The parties will assume the full responsibility for the confidential treatment of the disclosed information by their representatives.

The present non-disclosure agreement is only effective for “confidential information” which are expressly labeled as “confidential”.

Confidential information only shall be copied or disclosed physically by any other means with the consent of the other party to the extent absolutely necessary for the permitted purpose.

1. Without impairing the requirements as per par. 1, the following reciprocally exchanged information is not or are not any longer regarded as confidential information.
* Information which has been of public domain at the time of disclosure to the other party or has become public domain after their disclosure without any fault of such party or of their representatives;
* Information which at the time of disclosure to the other party or their representatives already was known without any restriction by a non-disclosure agreement.

The parties shall prove the existence of the assumptions of par. 2 by corresponding written documentation.

1. The disclosure of confidential information does not implicate the granting of any license, industrial property or any other rights of use. It will be the free decision of any party to which extent it will disclose confidential information. No party will assume an explicit or concluding warranty and responsibility for the completeness or correctness of the confidential information disclosed or made available to the other party. Any reciprocal claims of the parties or claims against shareholders, officers and employees of the other party are excluded. Possible claims related to a possible inaccuracy or incompleteness of the disclosed confidential information exclusively and definitely will be reasoned and settled in a possible contract on PERMITTED PURPOSE to be signed for putting into effect the intended cooperation.
2. The parties shall return any confidential information of the other party received in writing or by any type of electromagnetic data support to the other party within 14 days upon receipt of a corresponding written request of the other party, or shall completely destroy such information on the request of the other party. Electronic files will have to be completely destroyed at any rate. This applies also to all copies or other physical reproductions as well as to any summaries, visit reports or other documentation (also documents contained on data supports) containing confidential information. The destruction of confidential documentation must be confirmed by a member of the board.
3. None of the parties will inform third parties without the previous written consent of the other party on (i) the signature and the contents of the present non-disclosure agreement, (ii) the possibility of cooperation, (iii) the fact and the situation of the meetings and negotiations, (iv) a cooperation, or other related circumstances.

Furthermore the parties shall until:

1. the coming into effect of a contract on PERMITTED PURPOSE or
2. one year after signing the present non-disclosure agreement, not hire, woo away or employ any person who, at the time of signing the present non-disclosure agreement continues to be an employee of the other party, and shall not contact or maintain any such contact with employees of the other party beyond the normal scope of business relations as previously maintained.
3. The present non-disclosure agreement comes into effect as per the date of this signing by both parties and will expire after three years.
4. The present non-disclosure agreement will replace any written or verbal agreements of the parties which have been signed for the confidential treatment of information reciprocally disclosed or accessed. There do not exist any ancillary agreements to the present non-disclosure agreement.
5. The laws of the Federal Republic of Germany will apply. To the legally admissible extent, the exclusive place of jurisdiction for the settlement of disputes by or related to the present non-disclosure agreement as well as place of fulfillment will be Stuttgart.
6. Amendments or changes to the present agreement will have to be made in writing. This applies also to the withdrawal of the requirement of the written form.
7. If individual clauses of the present agreement should prove to be invalid or unfeasible, the remaining clauses will remain applicable. The invalid or unfeasible clause will be replaced by a valid or feasible clause which comes as close as possible to the economic purpose and scope of the invalid or unfeasible clause. The same applies also to the case of the complementary contract interpretation.

FFG Werke GmbH

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