

NON-DISCLOSURE AGREEMENT

between

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including all associated Companies of the Supplier Company

and

RUPF Automotive GmbH
Alfred-Nobel-Str. 5
41515 Grevenbroich

including all associated Companies of the Supplier Company
- both referred to in the following as **PARTNERS**

For the purpose of establishing business relations and transacting business it is necessary for trade secrets and/or technical know-how, documents, drawings, plans, articles, etc. (hereinafter referred to as "INFORMATION") to be disclosed which encompass details and relationships which are not well known technology standard, including patentable inventions. To ensure that improper use of the INFORMATION received is excluded to the greatest possible extent, the PARTNERS undertake as follows:

1. Any INFORMATION obtained by either PARTNER from the other PARTNER shall be treated strictly confidentially as if they were their own trade secrets. Without the previous written consent of the other PARTNER such INFORMATION may not be passed on to third parties nor employed for other customers nor for industrial purposes outside the contractual relationship between the PARTNERS.
2. Third parties means not such companies, which are related to a Partner (e.g. subsidiaries as defined likewise in Germany's Corporation Act § 15 AktG) and employees and suppliers, which are necessarily involved for the reason of fulfilling the contractual duties, if they are bind to this Non-Disclosure Agreement or in the same kind. Affiliated companies are companies where the respective Partner has a minimum 25% share in the capital of the companies.
3. Any INFORMATION which is already public knowledge or otherwise legally accessible to the other PARTNER at the time it is disclosed by the one PARTNER to the other PARTNER or his employees and representatives is not restricted by this confidential agreement. In the event of any dispute, the burden of proof rests with that PARTNER who asserts any of the exclusions in his favour.
4. In addition, the disclosing PARTNER is not liable for defects or damages regarding validity, accuracy, violation of protective rights of third parties, completeness or usability of any confidential INFORMATION disclosed.
5. The obligation will be extended in the same kind to all employees and appointed representatives who may become acquainted with the INFORMATION, regardless of the type and legal designation of their occupation. Both PARTNERS will advise the above mentioned persons and commit them accordingly. They will endeavour to keep the circle of employees involved to a minimum in the interests of protecting confidential information.

