



Between

hago Automotive Corp
11 County Road 481

USA - Iuka, MS 38852

hereinafter referred to as „hago“

and

.....
.....
.....
.....
.....

hereinafter referred to as „Contractor“

hago and Contractor are hereinafter referred to as “Contractual Partners“

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1 Preface

The Contractual Partners intend to enter a collaboration in the automotive industry (hereafter referred to as “Collaboration”). This Collaboration can comprise different projects (hereinafter “Projects”), including ventures with hago customers or associated companies (e.g. subsidiaries, companies with majority interest or other dependent companies) (hereinafter referred to as “Customer/s”). In order to initiate and implement this Collaboration, it is necessary to exchange data and information.

2 Confidentiality

With regard to this Collaboration, the Contractual Partners agree to treat any information, especially documents, expertise, technical and economic information, intentions, findings, constructions, data and work results of all kinds, as well as models, prototypes and samples, etc. (hereinafter referred to as “Information”) as confidential. This pertains to Information received from the other Contractual Partner or a company associated with hago (such as subsidiaries, corporations with majority interest or other dependent companies), prior or during the term of this Agreement, in particular, Information received, provided or made available in written, verbal, or electronic form. The Information shall only be used as part of the scope of an individual Project (in particular not for own purposes outside of the Project). The Information shall not be made available to third parties and shall be protected from disclosure to third parties.

For the purpose of this Non-Disclosure Agreement, third parties are considered companies not associated with hago, insofar as the disclosure of the Information is instrumental for the Project.

This Non-Disclosure Agreement does not extend to Information which:

- at the time of transmission or upon gaining knowledge was already and verifiably known to the receiving Contractual Partner, or the company associated with hago or
- is or may become generally known without infringing on the terms of this Agreement or
- has been independently and verifiably developed by the receiving Contractual Partner himself or
- hago or an hago-associated company provided to the customer, insofar as it is instrumental for the Project or
- was released in writing by the disclosing Contractual Partner for publication or
- the receiving Contractual Partner obtained legally from a third party without breach of this confidentiality obligation or
- must be disclosed by the disclosing party to a third party as part of legal proceedings, regulatory obligations or other legal ordinances.

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3 Obligations of Employees and Subcontractors

The Contractual Partners shall impose this obligation to all of their employees, who are assigned to this Collaboration, insofar as a previous commitment does not already exist.

If one Contractual Partner rightfully involves a subcontractor for the fulfillment of their contractual obligations, they shall extend this Agreement to include said subcontractor in writing.

The Contractual Partners shall apply the same due care in regard to the confidential Information, as they would for their own information, exercising at least the confidentiality standards used in the automotive industry.

4 Obligation to Return

A Contractual Partner shall return or destroy any Information (including data media) provided for a respective Project, including copies or other reproductions forms upon the request of the other Contractual Partner – as far as possible without retaining copies or other reproductions. This extends to Information in electronic form, once the Collaboration of the Contractual Partners for a given Project has been completed.

A right of retention does not apply.

The Contractual Partners may retain copies of the Information for archiving purposes insofar required by legal or regulatory obligations and following the generally applied quality guidelines of the automotive industry. However, prior to retention, the Contractual Partners shall inform each other about the retained Information and – as far as requested – coordinate such Information.

5 Ownership and Property Rights

The receiving Contractual Partner shall not acquire ownership over the other Contractual Party's Information as transferred or as disclosed. The disclosure of confidential Information shall not be construed as a granting of rights of use or other rights, neither explicitly nor by implication. Such rights remain with the transferring party, insofar as no other written agreements are in effect.

6 Duration of the Non-Disclosure Agreement

This Agreement shall come into effect upon execution and remains effective until the end of the Collaboration. The non-disclosure obligation in regard to the Information terminates five years after the end of an individual Project.

7 Final Provisions

Verbal ancillary agreements pertaining to this Non-Disclosure Agreement do not exist. In case ancillary agreements have been made in preparation of this Non-Disclosure Agreement, they shall become void with the execution of this Agreement.

Neither of the Contractual Partners shall derive any claims for the execution of additional agreements.

Should individual clauses of this Non-Disclosure Agreement be or become invalid in whole or in part or should this Agreement contain an unintended omission, the validity of the remaining provisions shall remain unaffected. In such a case, the invalid and/or missing provision shall be replaced by a valid provision, which comes as close as possible to the economic intent.

The Agreement shall be based on mutual trust. The Contractual Partners shall strive to find cordial consensus in case of a dispute. Should the Contractual Partners be unable to reach a consensus, the case shall be exclusively submitted to courts having jurisdiction over hago.

German law shall apply to this Agreement, as well as to questions on its validity, interpretation, and execution.

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8 Signatures

Hago:

Hago Automotive Corp.

11 County Road 481

USA - Iuka, MS 38852

Contractor, Corporate Stamp:

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.....

City, Date

City, Date

Name in Print

Name in Print

Signature

Signature

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