

Non-Disclosure Agreement

between

Company / Name

Street / Number

Postal Code / City

Country

- hereinafter referred to as the „client“ -

and

VRI GmbH Batterietechnik
Wilhelm-Maybach-Straße. 4
73479 Ellwangen
Germany

- hereinafter referred to as the „Contractor“ -

- collectively referred to as the „Parties“ -

1. Subject Matter of the Agreement

- 1.1. The Client is planning to commission *Please enter project description, e.g., development of new software, programming of a database, supervision of a server migration, etc.*

The Contractor is being considered as a potential partner for the project. The Parties intend to hold discussions regarding the awarding of the contract. Even at this initial stage of contract initiation, information will already be exchanged. The Parties anticipate an intensification of this exchange moving forward.

- 1.2. The purpose of this Non-Disclosure Agreement (NDA) is to govern the further exchange of information with regard to the confidentiality obligations of the Parties during the initiation phase. This initiation phase shall end upon conclusion of a contract, but at the latest upon the immediate commencement of services by the Contractor, or upon termination of contract negotiations, or the immediate commencement of services by a third party not affiliated with the Contractor.

2. Confidential Information

2.1. For the purposes of this Non-Disclosure Agreement, Confidential Information shall mean all information, whether disclosed in writing, orally, or in textual form, that is shared between the Parties and their respective affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) in connection with the project. In particular, the following shall be considered Confidential Information:

2.1.1. Information that has been expressly designated as confidential by one or both of the Parties in textual form;

2.1.2. All financial, technical, economic, legal, tax-related, business-related, employee-related, management-related, or other information that—either as a whole or in the specific arrangement and composition of its components—is not generally known or readily accessible to individuals within circles that customarily deal with such information, and which therefore holds economic value;

2.1.3. Trade secrets, products, know-how, cost calculations, strategies, business relationships, financial planning, and information embodied in digital form (e.g., files);

2.1.4. Any information, or parts thereof, that are subject to technical and organizational confidentiality measures and are either explicitly marked as confidential or, by their nature or the circumstances of their disclosure, are to be regarded as confidential;

2.1.5. The existence and the content of this Confidentiality Agreement.

The term "information" as used above refers to both the data itself and the data carriers on which such data is stored.

2.2. The following information shall not be considered Confidential Information:

2.2.1. Information that is publicly known;

2.2.2. Information that is released for publication by written declaration of the disclosing Party, thereby waiving its protection;

2.2.3. Information that became known to the receiving Party through means other than from the disclosing Party, provided that no obligation of confidentiality was breached in the process.

3. Permitted Use and Prohibited Conduct

3.1. The Parties are permitted to use the Confidential Information in a manner that is appropriate and customary for the purpose of conducting the collaboration.

3.2. Confidential Information may only be made available to those employees who are involved in the collaboration, and only to the extent that it is necessary for them to fulfill their responsibilities within the scope of the cooperation.

- 3.3. Confidential Information may be disclosed to external advisors, provided such advisors are subject to professional confidentiality obligations and the disclosure is necessary and appropriate for the collaboration.
- 3.4. Confidential Information may be disclosed to third parties only if the disclosing Party has given prior written consent. If the third party is an affiliated company of the receiving Party within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) and its involvement is necessary and appropriate for the project, the other Party may not unreasonably withhold such consent.
- 3.5. Any statutory or regulatory disclosure obligations imposed on the Parties shall remain unaffected by this Agreement.
- 3.6. Neither Party shall use, exploit, apply for, or create any intellectual property rights (including patents, trademarks, or similar protections) relating to the Confidential Information of the other Party, unless expressly agreed otherwise in writing.
- 3.7. Neither Party shall make an offer of employment to any employee of the other Party during the term of this Agreement and for a period of two calendar years thereafter (non-solicitation clause). This non-solicitation obligation also applies to affiliated companies of either Party and extends, by way of a third-party beneficiary clause, to affiliated companies of the other Party with respect to their employees. Each Party shall be liable for the actions of its affiliated companies. For the purposes of this clause, any agreement or offer that results in the employee no longer rendering services to their original employer, but instead fully or partially to the other Party, shall be considered equivalent to an employment contract.

4. Obligations

- 4.1. The Parties shall protect and secure the Confidential Information with the required level of care, and at least with the same degree of care they use to protect their own comparable information. Information shall be secured and managed in such a way as to prevent misuse and unauthorized access. Neither Party shall use the Confidential Information to gain a competitive or business advantage over the other Party, any of its affiliated companies, or third parties. This includes, in particular, directly contacting the other Party's business partners while intentionally bypassing the respective Party.
- 4.2. Each Party may require the other Party to ensure that any individual who has access to the Confidential Information is bound in writing to confidentiality obligations consistent with the terms of this Agreement. Proof of such written undertaking shall be provided to the requesting Party in advance.
- 4.3. Each Party shall promptly notify the other Party in writing if it becomes aware of, or even suspects, any potential or actual breach of the other Party's confidentiality interests. This includes findings or suspicions arising outside the scope of this particular collaboration.
- 4.4. In the event of a statutory or regulatory disclosure obligation as described in Clause 3.5, the obligated Party shall promptly inform the other Party.

- 4.5. Upon first request, each Party shall, at its own discretion, either return, destroy, or delete all documents and data carriers containing Confidential Information. This obligation does not apply if the obligated Party is required by law, stock exchange regulations, or an order issued by a competent court, authority, or other authorized body to retain such documents. Confidential Information that is stored as part of routine electronic backups...

5. Contractual Penalty

- 5.1. If a Party culpably breaches any of its obligations under the foregoing provisions, it shall pay the other Party a contractual penalty for each individual violation, waiving the defense of continuation of offense (Fortsetzungszusammenhang).
- 5.2. In the event of a breach, a contractual penalty in the amount of EUR 50,000 per individual case shall be deemed agreed. Further claims for damages remain unaffected. The amount of the contractual penalty may be reviewed by a competent court at any time.
- 5.3. In the event of a breach of the non-solicitation clause under Clause 3.7, the contractual penalty shall amount to six times the employee's gross monthly salary, based on the average of the last six months. In the case of successful solicitation, the penalty shall be doubled.

6. Term of the Agreement

- 6.1. Unless otherwise agreed between the Parties, this Non-Disclosure Agreement shall be valid for an indefinite period.
- 6.2. The Agreement may be terminated by either Party at any time, but not earlier than the date on which the collaboration described in Clause 1 comes to an end.
- 6.3. In any case, the Agreement shall terminate no later than at the end of the third month following the conclusion of the collaboration.

7. Duration of Effectiveness

Unless otherwise agreed, the obligations under this Non-Disclosure Agreement shall continue to apply indefinitely beyond the termination of the Agreement.

8. Final Provisions

- 8.1. Any amendments, terminations, or additions to this Agreement—including amendments to this clause—must be made in writing to be valid, unless a stricter form is legally required.
- 8.2. The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement shall be the registered office of the Contractor, provided the Client is a merchant, a legal entity under public law, or a special fund under public law.

- 8.3. Should any provision of this Agreement be or become wholly or partially invalid, or should the Agreement prove to be incomplete, the validity of the remaining provisions shall remain unaffected. The Parties agree to replace the invalid provision with a valid one that comes as close as legally possible to the original intent and economic purpose of the invalid provision. The same shall apply in the case of any omissions.

Place and Date

Place and Date

Signed by the Client

Signed by the Contractor