

## Nondisclosure directive for mutual

By signing this directive we accept the following regulations of the

### MELEGHY Automotive

valid for the existing and future affiliates,

#### Headquarter (Germany)

Meleghy Automotive GmbH & Co.KG  
Dortmunder Str. 23  
D-57243 Wilnsdorf

#### Affiliate (Germany)

Meleghy Automotive Bernsbach GmbH  
Straße der Einheit 45/47  
D-08315 Lauter Bernsbach

#### Affiliate (Spain)

Meleghy Automotive Barcelona S.A.U.  
Pol. Industrial Barcelonés,  
Hostal del Pi, 20  
ES-08630 ABRERA

#### Affiliate (Czech)

Meleghy Automotive Czech s.r.o.  
Strojrenská 2458  
CZ-250 01 Brandýs nad Labem

to the full extent:

1.

The Partners hereby undertake to treat as confidential all information that they acquire directly or indirectly within the framework of inquiries, projects or orders from the respective other party. The partners ensure in particular, not to pass or make available in other form to third parties and to take all reasonable measures to prevent third party access to this information.

2.

Information within the meaning of item 1 includes in particular:

- Know-how and results that are obtained or used in the projects,
- Project descriptions,
- The envisaged timetables, objectives and ideas for the execution of projects, other not publicly available information, which the Partners acquired from the other partners in the framework of the projects, and all non-obvious commercial or technical details which the partners came aware of through the business relationship with the partners.

3.

The confidentiality obligation under this Agreement extends to all employees, agents and suppliers of the partner without regard to the nature and legal arrangement of the cooperation.

The parties undertake to impose on this group of people appropriate confidentiality requirements, if they have not already done so.

4.

The confidentiality obligation shall be effective upon signature by the last signing party and shall remain in force as long as the business relationship lasts, but at least five years.

5.

The confidentiality obligation pursuant to this Agreement does not apply if and to the extent the information is shown to:

- Be commonly known, or
- Are generally known through no fault of the partner, or
- Were or are lawfully obtained by a third party, or
- Are already available to the partners.

6.

The parties are aware that

- The violation of business secrets in accordance with §§ 17, 18 UWG is a criminal offense and can be punished with imprisonment up to 5 years.
- A violation of §§ 9-13 Patents Act is also an offense and
- The one who violated the trade or business secrets, is committed to compensation for the resulting damage in accordance with § 19 UWG and § 139 of the Patent Law.

Revision Status: April '17



For each culpable violation against point 1 and/or 2 of this Agreement, the offending company has to pay a penalty as a minimum amount of damage to its counterpart, the amount of which is determined by the damaged contractual partner at his discretion. Furthermore applies § 343 Abs. 1 BGB; § 348 HGB is excluded. The assertion of claims for further damages is not excluded.

7. Exclusive jurisdiction, if not specifically prescribed by law, for all disputes arising from this Agreement is the registered office of the agreement of Meleghy Automotive. All disputes arising out of or in connection with this Agreement, are subject to the laws of the Federal Republic of Germany.

8. There are no side agreements to this Agreement. Amendments as well as modifications to this Agreement shall be made in writing. If any provision of this Agreement is or becomes invalid, this shall not affect the validity of the remaining provisions. The parties agree already now to replace an invalid provision with a provision that corresponds to the spirit and purpose of the invalid provision.

**Meleghy-statement**

Meleghy Automotive explains that with signing this directive by the external business partner, these regulations are obligatory in the same extent for themselves.

**Confirmation by signing (supplier)**

\_\_\_\_\_
plant/ / data signature name in plain writing
(company stamp)

**Mandatory field - address in plain writing**

firm name: \_\_\_\_\_
street: \_\_\_\_\_
plant: \_\_\_\_\_
land: \_\_\_\_\_

**Attention:** With non-information or non-readable address the document is invalid!

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