

Department IT

7-05 Confidentiality Agreement ext. Partners
Status Document: Confidential



Confidentiality obligation for external partners

Between

This Agreement is valid for entire Meleghy Automotive Enterprise including following legal Companies:

Meleghy & Cie. Automotive GmbH

und deren Tochtergesellschaften und Beteiligungen

Meleghy Automotive GmbH & Co. KG

Meleghy Automotive Bernsbach GmbH

PDahlke Engineering GmbH

Meleghy Automotive Barcelona S.A.U.

Meleghy Automotive Czech s.r.o.

- Following referred to as client -

and

-Following referred to as contractor-

The contractor undertakes to collect, take, store and use personal or other confidential data only to the extent and for as long as is necessary to fulfil this contract or order.

He also undertakes not to publish, disclose or otherwise make available to third parties such data and information as well as any personal data and other confidential internal circumstances, data and information relating to the performance of this agreement and use for the sole purpose of fulfilment the contract.

In addition, he undertakes to keep secret to all data or other information that has become accidentally accessible during or occasionally during the performance of the service obligations and neither record nor pass it on to third parties.

It is also prohibited to use, copy or remove accessible data carriers, file contents or other documents of any kind without the consent of the client.

The Contractor shall immediately delete, destroy or return to the client all documents collected and otherwise stored in its area of disposition (for example documents, pictures, sound recordings, etc.) if they are no longer necessary for the fulfilment of the assignment.

At the latest after the termination of the contract, the contractor must return to the client all data, information and data carriers, as well as the copies, processing or utilization results produced for performance, or delete or destroy them immediately in consultation with the client to the extent that the retention of these documents by the contractor is not necessary for the fulfilment of liability claims, for

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the maintenance of warranty claims or for other legal reasons. After termination of this agreement, the contractor must confirm in writing to the client the secure deletion or destruction of these documents.

This obligation applies to all personal data and all other company data and information, regardless of the form in which they are available and whether they are explicit designated as confidential or not.

The contractor confirms that he is aware of the relevant data protection regulations and undertakes to maintain data secrecy.

The Contractor warrants that he will use only his own personnel to realize the work and that the employees that are responsible for the performance of the work have committed to the observance of this agreement and data secrecy and have familiarized them with the data protection regulations that are relevant to them. The obligation is in written form and will be proven to the client on request.

Subcontractors or other vicarious agents may only be used with the consent of the client.

The written obligation on data secrecy and confidentiality applies to the same extent to subcontractors and other vicarious agents.

This confidentiality obligation continues even after the termination of this contractual relationship.

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Place/Date

Client:

Contractor:

Represented by:

Represented by:

Signature:

Signature: