Between Kärcher Municipal GmbH

 Mahdenstraße 8

 D-72768 Reutlingen
 Germany

- hereinafter: "Kärcher Municipal"

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- hereinafter "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_"

1. **Kärcher Municipal** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("the Parties") intend to negotiate concerning a (future) cooperation. It may be necessary that information requiring secrecy may be disclosed. The parties are aware that absolute confidentiality of this information is an essential prerequisite for their future cooperation.
2. The parties commit to treat any information, technical drawings and documents, materials, goods, samples, templates, equipment, devices, data, development, research and planning data, offers, responses to offers, offer documents from forward/global sourcing processes and other requests (Objects Subject to Secrecy) that they have received from the respective other party orally, in writing or otherwise due to or in connection with cooperation in the scope of the project, secret, to only use these for the contractual purpose and to take all contractual measures to prevent third parties access to them without the other party's consent. This shall specifically also apply to vehicles, components or parts of vehicles that do not correspond to the serial status, as well as to any tests, test arrangements and plans, as well as their results. The same shall apply to any commercial property rights and other legal titles, in particular in manuscripts, texts, technical executions, photographs, films, videos, records, software, sound recordings and similar rights and objects. The parties shall secure the Objects Subject to Secrecy.

After completion of the work, written information and Objects Subject to Secrecy, including any copies made of them, must be completely returned to the respective party or destroyed upon coordination.

Forwarding to other companies of the group shall not be included by this provision. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ commits, however, to impose the same obligations on the corresponding company of its group that it commits to in this agreement. If any company of the group violates this non-disclosure agreement, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be liable towards **Kärcher Municipal** in the same manner as if it had committed the corresponding violation of the contract directly.

1. The parties commit to impose the same obligations that they commit to in this agreement on their employees and other parties who gain knowledge of the exchanged information and Objects Subject to Secrecy. If a party makes use of or charges any third parties in the scope of a project with the other party's consent, the respective party commits to obligate the third party to secrecy at the scope corresponding to this agreement. This obligation of the third party must be documented accordingly towards the other party upon request.
2. The obligation to secrecy based on this agreement shall not apply to any information and Objects Subject to Secrecy for which the recipient can prove that they

were already obvious, i.e. published or generally accessible, at the time of disclosure by the disclosing party, or

become known or generally accessible at the time of their disclosure by the disclosing party without any fault of the recipient, or

were disclosed to the recipient by a third party in a legal manner without any restriction in terms of secrecy or use after disclosure.

1. This agreement does not include any transfer of rights or licenses and does not commit the parties to enter into any further contracts. The parties commit to not utilise the information received concerning Objects Subject to Secrecy, directly or through third parties, or to disclose it in any property rights regulations, without explicit written consent.
2. For any case of at least grossly negligent violation of this non-disclosure agreement (subject to exclusion of the defence of continued offence), the respective party commits to paying a contractual penalty amounting to 20% of the order value to the respective other party. Further damages claims are not excluded. The harmed party shall also have the right to terminate the contractual relationships with the infringing party without notice, or to terminate cooperation.

At least negligent violation of this non-disclosure shall be assumed if the harmed party can prove that Objects Subject to Secrecy have reached third parties from the sphere of the other party or its subcontractors. The other party shall have the right to render proof that this was not the case.

Each party shall be liable equally for the conduct of its employees and servants in accordance with §278 German Civil Code and their subcontractors (vicarious agents) in accordance with §831 German Civil Code.

1. The non-disclosure agreement shall enter into effect upon signature by the last undersigned party and shall remain in effect throughout the term of the business relationship between the parties. Secrecy obligations under this agreement shall continue after the end of this business relationship until the information and secret objects disclosed by one party have become generally known without any act on the side of the recipient, but at most for five (5) years after the end of the business relationships.

Modifications of and supplements to this non-disclosure agreement must be made in writing. There are no oral side agreements. The place of jurisdiction shall be the courts competent for Reutlingen

Reutlingen, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Max Holder GmbH