

Confidentiality Agreement

between

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and

Höher Consulting GmbH®
Corporate finance-Automotive Suppliers(CfAS)®
Neue Weinsteige 30
70180 Stuttgart
Germany

The parties intend to hold discussions with a view to future cooperation. It may be required that confidential information is made available. The parties are aware that the confidentiality of this information is an absolutely essential prerequisite for the future cooperation.

To ensure that discussions can be held with the required openness prior to the closing of a contract, the following agreement of confidentiality is concluded:

1. The duty of confidentiality under this agreement is - if it exceeds the time of notification of the state of knowledge – subject to the following information:
 - All information referred to as confidential or specified as such in the attachment.
 - All technical information, especially technical drawings and other technical documents and materials, goods, samples, patterns, equipment, appliances, industrial processes and other technical knowledge. All intellectual property rights and other legal entities, in particular manuscripts, texts, technical designs, photographs, films, videos, recordings, software, sound recordings and similar rights and property.
2. The Parties may mutually examine transferred documents. After the end of the examination all documents shall be returned and any copies made shall be destroyed. This must be confirmed in writing in the event that up to this point, no further agreement has been completed.

3. The parties commit themselves that all such information and documents are held strictly confidential and to take all necessary measures to prevent them from becoming available to third parties. The duty of confidentiality also applies to companies, licensees or customers who have access to classified information in any form. The obligation of confidentiality shall apply irrespective of whether information has been or will be transmitted orally, in document or typewritten form, or made accessible in machine-readable form, in the shape of equipment, specimens, samples or products.

4. The Parties undertake, subject to any other provisions in a separate agreement, not to use the information provided to each other without specific written authorization and particularly not to carry out any property applications. The Contract does not create any license or other rights of a contractor to the confidential information of the other, either expressly or otherwise. In the event of subsequent research, development rights or other contracts, licenses and other rights in any confidential information will be provided for separately. Publications are possible only with explicit mutual consent.

5. The parties commit themselves, their employees and persons who come into knowledge of the information exchanged, to impose the same obligations as those entered into by the parties thereto. In the framework of the legal possibilities these obligations are imposed for the period after the departure of employees.

6. The obligation of confidentiality and non-exploitation of the mutually shared information will be waived if

- a) it can be proven that the co-contractor was aware of the information prior to its communication, or
- b) the information was already known or accessible to the public, or the public gained access to the information without any fault or collaboration on the part of the contract party.
- c) the exchanged information was known to the co-contractor due to disclosure through a third party.

7. No obligations arise from this agreement to notify each other of specific information; to use the information in a service / product; to ensure the accuracy or completeness of the exchanged information; or to grant a contractor licences to intellectual property rights or copyrights that exceed the right of use of this agreement.

8. Should documents nevertheless be disclosed without authorization by a party, the party responsible for the unauthorized disclosure will keep the other party free of any and all resultant damages or costs or demands of third parties.

9. There will be no verbal ancillary agreements. Changes and additions must be in writing. If any provision of this Agreement is invalid or contains a gap, the other provisions shall remain valid. The invalid provision shall be replaced by a regulation which fulfils the economic requirements of the invalid regulation.

10. The obligations of this agreement are applicable until 2 years after the date of the last signature.

11. The laws of the Federal Republic of Germany apply to this agreement. Jurisdiction Stuttgart.

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