
between

**Dautel GmbH
Dieselstraße 33
74211 Leingarten**

and

-hereinafter referred to as “Contractual Partner” -

Preamble

The contractual partners are intending to conduct talks with regard to a future cooperation in the field of “development, production and processing of parts and components for commercial vehicles and commercial vehicle systems”. For this purpose the contractual partners shall if applicable exchange information which requires secrecy, in particular technical and/or business administration information (hereinafter referred to as “Information”) concerning new construction approaches.

The following non-disclosure agreement shall be concluded in order to enable discussions with the necessary openness immediately.

1. Notification of technical information

1.1. This non-disclosure agreement applies to all Information and knowledge which are worthy of protection, of which the contractual partners become aware or will be produced over the course of time. Deemed as Information and knowledge which are worthy of protection are in particular:

1.1.1. Flow charts, link stipulations, samples, materials, documents, CAD models, drawings, process specifications, recipes, technical, business, financial administration data, etc. which are made accessible by the other contractual partner or which they receive from the other contractual partner.

1.1.2. Discussions, sketches, photos, solutions for problems, process samples, knowledge about patents and patent applications, licences, other copyrights, etc.

1.1.3. Type designations, numbers of units, Information about transports and packaging, prices, price calculations, customer and supplier relationships.

1.2. The contractual partners undertake neither to use the obtained Information and knowledge for orders of other customers, nor for own purposes, shall oblige their

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employees accordingly and ensure that only those employees receive the aforementioned Information and knowledge who have been entrusted with the execution of the project /of the order.

1.3. The non-disclosure obligation shall cease to apply to Information or parts, for which the partner proves that this Information or knowledge:

- were known to the public or generally accessible before the date of receipt,
- became known to the public or generally accessible after the date of receipt without him being responsible for this,
- have been made accessible to him at any time by a third party who is entitled hereto.

1.4. Should within the framework of the exchange of Information, Information also be made accessible to the contractual partners about other projects or products then these projects/products shall also be the object of this non-disclosure obligation.

2. Relationship to third parties/location

2.1. The afore-mentioned Information and knowledge may not be made accessible to third parties without the prior explicit written consent of the other contractual partner nor used outside of the purpose as stipulated in this contract and are to be secured accordingly against unauthorized access. Each contractual partner shall be liable for its employees and the, if applicable, involved third parties.

2.2. Each contractual partner undertakes, at the request of the other contractual partner, which is to be sent in writing within three months after termination of the business relationship, to return all Information received from it in writing or recorded in another manner (including copies made) and samples to the other contractual partner immediately. The obligation for return shall not cover copies of the received Information, which the receiving contractual partner keeps in safekeeping for proof of contents and progress of the talks.

3. Industrial property rights

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- 3.1. The contractual partners undertake not to exploit the reciprocally notified Information themselves without the explicit written consent of the other contractual partner.

The contractual partners may not file an application for a property right of any inventions, which are partly or fully based on Information of the other contractual partner, in their own name. In the event of an infringement the contractual partner filing the application undertakes to assign the application or the thus resulting property right to the other contractual partner in full or in part in the scope of the Information notified by the other contractual partner and to consent to the transfer of the entry. The submission of a joint application in the name of both contractual partners is not excluded.

The contractual partner does not substantiate any licensing or other usage rights of a contractual partner whatsoever to the confidential Information or to property rights of the partner. Publications are only possible with the explicit reciprocal consent.

4. Period of validity

This contract shall come into force when it is signed by the contractual partners.

The non-disclosure obligation shall apply irrespective of whether the forwarding or establishment of the afore-mentioned Information or knowledge takes place during the offer phase or with the execution of the order or a development order should e.g. be null and void in full or in part, is revoked or terminated or ceases to be in force in any other manner, initially for 5 years after termination of the order or after the time at which the conclusion of a contract has finally failed.

5. Miscellaneous

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- 5.1. There are no oral collateral agreements. Amendments to this contract require a written form in order to be valid. This shall also apply to this written form requirement.

 - 5.2. Should individual provisions of this contract be or become null and void or non-enforceable, the other provisions of the agreement shall remain in force and the contractual partners undertake to replace the null and void or non-enforceable provisions by another provision, which satisfies their financial purpose to the best possible extent.

 - 5.3. The place of jurisdiction is Heilbronn for all disputes, which arise from this contract or its execution.

The law of the Federal Republic of Germany shall apply.

Dautel GmbH

Leingarten, dated

Dautel
stamp

Place, date

Legally binding signature

Supplier
stamp

Place, date

Legally binding signature

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