

NON-DISCLOSURE AGREEMENT

Revision: 2024-10-23

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made effective as of [Enter Date] (the “**Effective Date**”), by and between

Röchling Automotive USA LLP
245 Parkway East
Duncan, SC 29334
United States

and

[Supplier Legal Name]
[Street Name & Number]
[Postcode & City]
[Country]

– hereinafter referred to as “**Other Party**“

1 Information; Representatives

1.01 The Company and the Other Party are considering entering a possible business relationship and/or one or more business transactions (collectively, the “**Transaction**”), and intend to make available to each other certain Information (as defined below). As a condition to the Information being furnished to the party receiving the Information (each such party, “**Receiving Party**”) by the party furnishing the Information (each such party, “**Disclosing Party**”), and in consideration of the benefits to be received by the Receiving Party, the Receiving Party agrees to protect the Disclosing Party’s Information as described in this Agreement. “**Information**” of a party means confidential, non-public or proprietary information concerning such party’s business, plans, designs, drawings, pricing, or parts, in written, verbal, electronic or any other form, including any related discussions which take place between the parties as used herein, the “**Representatives**” of a party shall mean the directors, officers, employees, attorneys and agents of the party and its Affiliates. As used herein the “**Affiliates**” of a party shall mean with respect to either Party, any entity that directly or indirectly controls, is controlled by or is under common ownership with either the entity or Party having at least a fifty (50%) ownership interest.

2 Excluded Information

2.01 This Agreement shall not apply to Information: (a) that becomes available to the general public through no breach of this Agreement by the Receiving Party; (b) that becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party; (c) that was in the Receiving Party’s possession prior to receipt from the Disclosing Party,

provided that the source of such information was not bound by a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party in respect thereof; or (d) that is independently developed by the Receiving Party without use of the Disclosing Party's Information. The party seeking to establish such an exception has the burden of proving it with written documentation.

3 Non-Disclosure of Information

3.01 The Receiving Party shall use the Disclosing Party's Information solely for the purpose of evaluating or participating in the Transaction with the Disclosing Party. The Receiving Party shall keep the Disclosing Party's Information confidential and shall not, directly or indirectly, disclose any of the Disclosing Party's Information in any manner whatsoever; *provided, however*, that (a) the Receiving Party may disclose such Information with the prior written consent of the Disclosing Party and in accordance with any limitations of such consent; and (b) the Receiving Party may disclose such Information to the Receiving Party's Representatives who have a need to know such Information for the purposes of the Transaction between the Disclosing Party and the Receiving Party and who agree to keep such Information confidential and to comply with the terms of this Agreement

4 Subpoena or Court Order

4.01 If the Receiving Party or anyone to whom it discloses the Disclosing Party's Information receives a request to disclose all or any part of the Disclosing Party's Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by a government agency, the Receiving Party shall: (a) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request; (b) if disclosure of such Information is required, furnish only such portion of such Information as the Receiving Party is advised by counsel is legally required to be disclosed; and (c) cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of such Information that is required to be disclosed.

5 Return of Information

5.01 At the request of the Disclosing Party, the Receiving Party shall promptly either return to the Disclosing Party or destroy all the Disclosing Party's Information made available by the Disclosing Party or its Representatives to the Receiving Party or its Representatives, including all copies, reproductions, notes, extracts, compilations and repositories thereof created by either party. If the Receiving Party elects to destroy the Disclosing Party's Information, it shall provide the Disclosing Party with written certification of such destruction.

6 Disclaimer of Warranty

6.01 Neither the Disclosing Party nor its Representatives has made or makes any representations or warranties regarding the accuracy or completeness of the Disclosing Party's Information. The Receiving Party agrees that neither the Disclosing Party nor its

Representatives shall have any liability to the Receiving Party or any of its Representatives resulting from the Receiving Party's use of the Disclosing Party's Information, except as may be expressly set forth in a definitive written agreement between the parties with respect to a Transaction.

7 No License Granted

7.01 The exchange of Information described in this Agreement shall not be construed as a grant of an express or implied license or other right with respect to the Disclosing Party's patent or other intellectual property rights.

8 Relationship Among the Parties

8.01 Nothing in this Agreement shall obligate any party hereto to enter into any Transaction and this Agreement shall not be construed as creating, nor shall it create a partnership, joint venture or agency relationship between or among any of the parties.

9 Specific Performance

9.01 The Receiving Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and the Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity.

10 Term

10.01 This Agreement and the obligations of the parties herein shall remain in effect for five (5) years from the date hereof, except that the obligations of the parties herein shall survive the expiration of such five (5) year period and thereafter continue to remain in effect with respect to Information that constitutes a trade secret under applicable law.

11 Notices

11.01 Notices to the parties shall be deemed to have been duly given if sent by United States Mail to the appropriate address set forth below each party's name on the signature page hereto or to such other address as may be given in a notice sent to all parties hereto.

12 Export Controls

12.01 Each party shall comply with all applicable export laws, restrictions and regulations of the United States and any foreign agency or authority and will not export or re-export any product, technology or information it obtains pursuant to this Agreement in violation of any such laws, restrictions or regulations.

13 Miscellaneous

13.01 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect to such subject matter. This Agreement shall be governed by the laws of the State of South Carolina, excluding its conflicts of laws principles. The parties hereby submit to the jurisdiction of the federal or state courts located in the State of South Carolina for resolution of any disputes arising out of this Agreement. Should the Disclosing Party resort to legal action in enforcing its rights under this Agreement, or seeking recovery hereunder, it shall be entitled to recover from the Receiving Party its costs, including a reasonable attorney's fee. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. The terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party may assign this Agreement without the prior written consent of the other parties, except that a party may (without being released from its obligations hereunder) assign this Agreement to any third party who succeeds to substantially all of its business or assets. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile. No amendment of any provision of this Agreement shall be valid unless the amendment is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless the waiver is in writing and signed by the waiving party. No waiver by any party of any breach of this Agreement shall be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other such occurrence.

The parties hereto have executed this Agreement as of the date first above written.

Signature Page

Party 1	
<p>Röchling Automotive USA LLP <hr/> Company</p> <p>[Place & Date] <hr/> Place & Date</p> <p>[Position] <hr/> Position</p> <p>[Name in Block Letters] <hr/> Name in Block Letters</p> <p><hr/> Signature</p>	<p>Röchling Automotive USA LLP <hr/> Company</p> <p>[Place & Date] <hr/> Place & Date</p> <p>[Position] <hr/> Position</p> <p>[Name in Block Letters] <hr/> Name in Block Letters</p> <p><hr/> Signature</p>

Party 2	
<p>[Supplier Legal Name] <hr/> Company</p> <p>[Place & Place] <hr/> Place & Date</p> <p>[Position] <hr/> Position</p> <p>[Name in Block Letters] <hr/> Name in Block Letters</p> <p><hr/> Signature</p>	<p>[Supplier Legal Name] <hr/> Company</p> <p>[Place & Date] <hr/> Place & Date</p> <p>[Position] <hr/> Position</p> <p>[Name in Block Letters] <hr/> Name in Block Letters</p> <p><hr/> Signature</p>