

## Non-Disclosure Commitment

given to

ZOLLERN GmbH & Co. KG, Hitzkofer Straße 1, 72517 Sigmaringendorf-Laucherthal, Germany,

and all Affiliated Companies listed in Appendix 1

- referred to hereinafter as „**ZOLLERN**“ -

by

- referred to hereinafter as „**Recipient**“ -

### Preamble

1. ZOLLERN has special expertise and experience in the fields of metal working, foundry technology, gearing and drive engineering and steel profiles. ZOLLERN and the Recipient intend to enter into negotiations and/or talks on at least one of the afore-mentioned fields.
2. For the initiation and proper execution of a business relationship, ZOLLERN is required to disclose and make available Confidential Information to the Recipient. To enable such exchange of information, the Recipient gives the following commitment of non-disclosure to protect the said information:

### § 1

1. For the purposes of this non-disclosure commitment, “**Confidential Information**” is deemed to include all information (including data, records, documents, drawings, samples, technical components and know-how) about ZOLLERN, ZOLLERN business partners, the respective business fields mentioned in the preamble and the subject matter of the intended negotiations and/or talks which is disclosed and made available by ZOLLERN to the Recipient, its executive bodies (“Organe”), employees, employees of its Affiliated Companies, consultants or other third parties working for the Recipient or which otherwise becomes known in the context of the negotiations between the parties or otherwise, marked as confidential or that reasonably should be considered confidential in the light of the nature of the information and the circumstances surrounding its disclosure. Whether and on which carrier medium the information is embodied is irrelevant; in particular, also orally communicated information is deemed included. It is of no relevance whether the relevant documents or media have been prepared by ZOLLERN or by third parties.
2. For the purposes of this non-disclosure commitment, “**Affiliated Company**” of ZOLLERN or the Recipient is any legal entity in the meaning of §§ 15 ff. German Stock Corporation Act (Aktiengesetz) legally existing as an affiliated company at the time of signing this commitment or in the future.

## § 2

1. The Recipient undertakes to maintain strict secrecy of the Confidential Information and not to disclose it or make it available to third parties without the written consent by ZOLLERN. The Recipient will take the measures to protect the Confidential Information that he uses to protect particularly sensitive information but at least appropriate care.
2. The Recipient will only disclose Confidential Information to those of its employees and employees of its Affiliated Companies who need to know it for the purpose of cooperating with ZOLLERN. These employees and employees of Affiliated Companies must be committed to secrecy within the limits of the law and in the same way as stipulated in this non-disclosure commitment.
3. The Recipient, upon first written request by and at the choice of ZOLLERN, will return or destroy or delete all documents (data, records, documents, drawings) and samples or other media which contain Confidential Information unless the Recipient is obliged by law or by an enforceable order issued by a competent court or a competent authority to retain such documents. The Recipient, upon request, will inform ZOLLERN in writing which Confidential Information has been returned, destroyed or deleted and which not, thereby stating the reasons why the documents were treated accordingly or why not. In this case, the Recipient will not retain any copies or counterparts or any other documentation of the Confidential Information including residual samples, if any.
4. The Recipient will inform ZOLLERN without undue delay (“unverzüglich”) if and as soon as the Recipient, its executive bodies (“Organe”), employees, consultants or Affiliated Companies become aware that Confidential Information has been disclosed to third parties contrary to this non-disclosure commitment.
5. The Recipient is not entitled to use Confidential Information disclosed by ZOLLERN for any purposes other than the purposes of the contract. In addition, the receiving partner is not entitled to open, disassemble or reverse-engineer any received samples or other corresponding Confidential Information. Copies of Confidential Information are also deemed to constitute Confidential Information of ZOLLERN.
6. The obligation of secrecy shall continue to apply for a period of 5 years after the expiry of the term of this non-disclosure commitment.

## § 3

The Recipient will use the Confidential Information for no purposes other than for the cooperation with ZOLLERN for the purpose according to the preamble. In particular, the Recipient will not use the Confidential Information to gain a competitive edge or other business advantage over ZOLLERN or an Affiliated Company of ZOLLERN or third parties. The Recipient shall be entitled to disclose Confidential Information to its Affiliated Companies, provided (i) their knowledge of the Confidential Information is unavoidable for the purpose set forth in the preamble, (ii) that they are bound by written agreements of confidentiality at least comparable to this commitment, and (iii) that they are not competitors of ZOLLERN.

## § 4

1. ZOLLERN does not assume any responsibility or liability for the correctness and completeness of the Confidential Information or potential assumptions which are based on the Confidential Information.
2. The Confidential Information provided to the Recipient does not contain any legally relevant content in terms of legal transactions concluded in the context of the contractual cooperation between the parties or otherwise.
3. The Confidential Information fully remains the intellectual property of ZOLLERN. The Recipient is not granted any rights of use or licenses in the Confidential Information beyond the use authorized under this non-disclosure commitment, in particular the Recipient is not granted the right to apply for industrial property rights. ZOLLERN retains the full and unrestricted right to dispose of the Confidential Information and of all other information provided, disclosed or made available to the Recipient.

## § 5

1. The aforesaid obligations of the Recipient do not apply to information for which the Recipient is able to prove that
  - a) ZOLLERN, in the specific individual case in question, has given its prior written consent to the disclosure or use by the Recipient;
  - b) the information was generally known prior to the signing of this non-disclosure commitment or become generally known after the conclusion of this non-disclosure commitment without this being due to a breach of the obligations of this non-disclosure commitment by the Recipient or its representatives or Affiliated Companies;
  - c) the Recipient received the information from a third party prior to the signing of this non-disclosure commitment or received it after that from a third party with no breach of this non-disclosure commitment, in all cases provided that the third party had gained lawful possession of the information and, by the disclosure to the Recipient, does not act contrary to any binding obligation of secrecy incumbent on the third party; or
  - d) the Recipient is obliged by law or by any applicable stock exchange regulations or by an enforceable order issued by a competent court or a competent authority to disclose the Confidential Information and ZOLLERN either has consented to the disclosure by a response statement according to the following subs. 2 or has not responded at all.
2. If the Recipient considers itself obliged to disclose Confidential Information, it will notify ZOLLERN, to the extent permitted by law, in writing without undue delay (“unverzüglich”), thereby stating which Confidential Information the Recipient intends to disclose and to whom and for what reasons. This notification will be made in due time but no later than 2 weeks before the disclosure. After receipt of the notification, ZOLLERN will respond to the notification of the intended disclosure without undue delay (“unverzüglich”) but no later than within one week. The Recipient will disclose the Confidential Information only to the extent that ZOLLERN has given its written consent to the disclosure in its response statement or has not responded to the notification. Otherwise, and for all other points, ZOLLERN and the Recipient will mutually agree on how to proceed.

## § 6

1. ZOLLERN is entitled to claim from the Recipient payment of contractual penalty for each single case of intentional or negligent breach of the Recipient's obligations under § 2 and § 3 of this non-disclosure commitment, the amount of which will be determined by ZOLLERN in its reasonably exercised discretion unless the Recipient proves that ZOLLERN, as a result of the breach, did not incur any damage at all or less damage than the contractual penalty claimed. The Recipient is entitled to have the adequacy of the contractual penalty reviewed by a competent court.
2. The principles of continuation ("Fortsetzungszusammenhang") are excluded.
3. Payment of the contractual penalty does not prevent ZOLLERN from asserting cease and desist claims or claims for further damages provided ZOLLERN submits sufficient evidence. The contractual penalty will be set off against the claim for damages, if any.

## § 7

This non-disclosure commitment enters into force upon its signature by the Recipient and shall expire five years after complete delivery based on the last (individual) supply contract concluded between the Parties. If no delivery is made, this non-disclosure commitment shall expire five years after it has been signed by the Recipient.

## § 8

1. All legal relations which are established based on this non-disclosure commitment, and which are henceforth established between the contracting parties are governed by the law of the Federal Republic of Germany.
2. The place of jurisdiction for all disputes arising from and in connection with this contract shall be Stuttgart, Germany.
3. Changes and amendments to this non-disclosure commitment as well as the waiver of any rights under this non-disclosure commitment must be in writing ("Schriftform") to be valid. For such purpose, ZOLLERN and the Recipient will enter into a separate written agreement. This also applies in the case of a waiver of this written form requirement.
4. If a provision of this on-disclosure commitment should be or become invalid or impracticable in whole or in part, this will be without prejudice to the validity of the remaining provisions hereof. In lieu of the invalid or impracticable provision, a provision shall apply which approximates the economic purpose of the invalid or impracticable provision as closely as possible. This also applies where the invalidity is, for instance, due to the specific scope of the contractual penalty contemplated hereunder or the term of validity of the obligations imposed on the cooperation partner; in these cases, such scope of the penalty or such term of validity as is permitted by law and approximates the initial economic intention as closely as possible will be deemed to replace the initial agreement.

**The Recipient fully accepts and agrees to the provisions of this non-disclosure commitment.**

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Name in printed letters / Signature

\_\_\_\_\_  
Title

## **Appendix 1 to the Non-disclosure Commitment**

Affiliated Companies (Version: 07/2023)

ZOLLERN GmbH & Co. KG, Hitzkofer Strasse 1, 72517 Sigmaringendorf, Germany ZOLLERN

GmbH & Co. KG, Heustrasse 1, 88518 Herbertingen, Germany

S.C. ZOLLERN S.R.L., Str. 205 Nr. 35, 317235 Pecica – Arad, Romania

ZOLLERN & COMANDITA, Rua Jorge Ferreirinha 1095, 4470-314 Vermoim-Maia, Portugal

ZOLLERN (TIANJIN) MACHINERY Co. Ltd, No.79, 11TH AVENUE TEDA, 300457 TIANJIN P.R. OF CHINA, China

Friedrich Blickle & Co. GmbH Präzisionsschleiferei, Flandernstrasse 86, 72474 Winterlingen, Germany

ZOLLERN Ravne d.o.o., Koroška cesta 14, SVN - 2390 Ravne na Koroškem, Slovenia

ZOLLERN Italiana S.r.L., Via Carlo Noè 45, 21013 Gallarate (VA), Italy

ZOLLERN NORTH AMERICA L.P., 40485 W. I-55 Service Rd., Ponchatoula, LA 70454, USA

ZOLLERN NEDERLAND BV, Tinie de Munnikstraat 49, 5151 VW Drunen, Netherlands

ZOLLERN Antriebstechnik, Derbenevskaya nab. 7 bld. 2, office 432, 115114 Moskau, Russia

ZOLLERN India Pvt. Ltd., 4th Floor, Statesman House Building, Barakhamba Road, New Dehli 110001, India

ZOLLERN East Asia Ltd., 6th Floor, No. 4, Ren Ai Rd., Sec. 4, 106991 Taipei, Taiwan