

## Non-Disclosure Commitment

given to

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

and all affiliates companies shown in Appendix 1

- referred to hereinafter as "ZOLLERN" -

by

- referred to hereinafter as "Recipient" -

### Preamble

1. ZOLLERN has special expertise and experience in the field of metal working, foundry technology, gearing and drive engineering, slide bearings, machine construction components 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 such purpose, ZOLLERN is required to disclose and make confidential information available to the Recipient. To enable such an information exchange, the Recipient gives the following commitment to non-disclosure to protect the said information:

### § 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, customers of ZOLLERN, the respective business field 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, consultants or other third parties working for the Recipient or which otherwise becomes known to the Recipient in the context of the negotiations between the parties, regardless of whether and, if so, in which medium the information is embodied; 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.

For the purposes of this non-disclosure commitment, an “**Affiliate**” is deemed to be each and every legal entity which is under the control of ZOLLERN or which controls ZOLLERN or which, jointly with ZOLLERN, is under the control of another, provided such legal entity (1) is no direct competitor of the Recipient and (2) is, or has agreed to be, bound to secrecy vis-à-vis the Recipient by an appropriate agreement which corresponds to this non-disclosure commitment and (3) which needs to know the Confidential Information to be able to fulfil the purpose of the contract. Control is deemed to exist where, during the term of this non-disclosure commitment, at least 50% (fifty per cent) of the capital shares or voting rights are held by the relevant entity or where the company management and policy are directly or indirectly controlled due to capital shareholding, contracts or otherwise. A company is only deemed to be an “Affiliate” of ZOLLERN if and as long as the aforesaid conditions are fulfilled.

## § 2

1. The Recipient undertakes to maintain strict secrecy of the Confidential Information and not to disclose it or pass it on to third parties without the written consent by ZOLLERN. The Recipient will take appropriate measures to protect the Confidential Information but at least those measures which the Recipient itself uses to protect particularly sensitive information relating to its own company.
2. The Recipient will only disclose Confidential Information to those of its employees who need to know it for the purposes of cooperating with ZOLLERN. These employees 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 or consultants 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.

### § 3

The Recipient will use the Confidential Information for no purposes other than the negotiations and/or talks in the context of the cooperation with ZOLLERN. In particular, the Recipient will not use the Confidential Information to gain a competitive edge or other business advantage over ZOLLERN or an Affiliate of ZOLLERN or third parties.

### § 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 licences 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;

- 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. 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 takes effect upon the signing hereof by the Recipient and ends after expiry of **five** years.

## § 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. 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.
3. All disputes arising in connection with this non-disclosure commitment or regarding its validity will be finally decided and settled in accordance with the Arbitration Rules of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (German Institution of Arbitration – “DIS”) whereby the jurisdiction of the ordinary courts is ousted. The place of arbitration is Stuttgart. The arbitration proceedings will be held in German.
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