



Confidentiality Agreement

Form 2688 bis

In addition to the General Terms and Conditions of Purchase

The Contractor

hereby undertakes to comply with the following conditions towards

AUDI BRUSSELS S.A./N.V. ,

having its registered office in 1190 Brussels, Bd de la 2ème Armée Britannique, 201

hereinafter called “the Customer”

I. Definitions

- 1.1 **“Confidentiality Agreement”** means this agreement with all its schedules and amendments, which is subsequently only titled as an explanation.
- 1.2 **“Purpose”** means the closing and executing of an agreement, as well as the negotiation and execution of the tender.
- 1.3 **“Third Parties”** means any (legal) person that is not a party to this Agreement, except for any company belonging to the Volkswagen Group.
- 1.4 **“Confidential Information”** Confidential Information means in full all embodied, electronic, oral or otherwise obtained information, findings, results and data as well as all copies and summaries thereof, as well as all documents and materials produced using the above, which the Customer passes on to the Contractor on the occasion of or discussions about the cooperation with the receiving party. It is regardless of how the disclosure or acknowledgment takes place (e.g. also by encrypted e-mail) or whether they are expressly marked as subject to confidentiality (e.g. "confidential" or "secret").

This includes without limitation any of the following which the Contractor receives or becomes aware of through the Customer: all technical or business data (such as personal data, project, development, research, planning data, offers and reactions to offers, inquiry documents and all other information, commercial or market-related data, information from the supply network of the contracting parties), non-production-version vehicles or vehicle components, devices, materials, technical processes, software programs, software codes, algorithms, documents (e.g. drawings, drafts, sketches, plans, descriptions, image recordings, calculations), experience, knowledge, commercial or other technical knowledge, procedures,

specimen, samples, models, demonstrations and tests, including know-how as well as yet unpublished applications for industrial property rights.

II. Obligation to maintain Secrecy

- 2.1 For the duration of this Agreement and for a further three (3) years after termination of the Agreement, the Contractor shall treat all Confidential Information as strictly confidential by making sure inter alia:
- not to disclose any Confidential Information to any Third Parties and to take all necessary steps to prevent any access by a third party or other unauthorized access to the Confidential Information or fraudulent use thereof;
 - not to use the Confidential Information for any purpose other than the above mentioned Purpose;
 - not to use the Confidential Information in any way detrimental to the Customer or to obtain any competitive advantage for itself.
 - to limit disclosure of the Confidential Information to its employees and consultants on a “need-to-know” basis, i.e. only allowing access to the Confidential Information to employees and consultants who are included in the process of achieving the Purpose
 - to ensure that all confidential models of cars or parts thereof are held in a closed room with restricted access and with cover where needed;
 - to report all incidents affecting the secrecy, especially contacts with journalists, photographers or other persons or violations of this agreement to the Customer (for the DPO: dataprotection.audibx@audi.de);
 - to ensure that all use of IT-network, pc’s and other hardware or software is being in line with the respective terms and conditions i.a the as mentioned in the guidelines (IT security guidelines for partner companies,
 - to ensure that in the processing and storage of data in EDP systems (e.g. PCs, laptops) and their transmission suitable security precautions are taken which shall prevent Third Parties to gain access to these data;
 - to respect the general prohibition on sound and picture recording on the Customer’s premises; exceptions require the written approval of the Customer’s Security Officer.
- 2.2 The Confidential Information shall not be mechanically copied or otherwise reproduced by the Contractor without the express written permission of the Customer, except for such copies as the Contractor may require pursuant to and in accordance with this Agreement for internal evaluation purposes on a “need to know” basis.
- 2.3 All copies shall, on reproduction by the Contractor, contain the same proprietary and confidential notices and legends which appear on the original information, unless expressly and in written authorized otherwise by the Customer..
- 2.4 If a sample, product or part of a product is given by the Customer, the Contractor

must not try to determine formulas, chemicals used, processes, composition, mode of operation, procedure or content by using reverse engineering by itself or by a third party

- 2.5 The Confidential Information which has been or will be disclosed to the Contractor shall remain the exclusive property of the Customer.
- 2.6 Upon conclusion of the cooperation and/or termination of this Agreement, information requiring secrecy - in particular documents or materials handed over or prepared using information requiring confidentiality - must be returned to the Customer in full or handed over or deleted or destroyed. Excluded from this requirement are routine backup copies of electronic data communications, which cannot be deleted, and confidential information, which must be retained by the Contractor in order to comply with a binding order issued by a government agency or a court of law or with mandatory provisions of statutory law. The confidentiality obligations established by this Agreement apply without time limit to such confidential information and any further use of such confidential information is prohibited.

All confidential information communicated or otherwise obtained orally and in writing is subject to the terms of this Agreement.

At the request of the Customer, the confidential information consisting of analyses, compilations, fragments, forecasts, summaries, studies or other documents and documents prepared by the Contractor will be immediately destroyed by the Contractor.

Upon the request of the Customer, that portion of the Confidential Information which consists of analyses, compilations, excerpts, forecasts, summaries, studies or other documents and writings prepared by the Contractor that are based upon or incorporate any Confidential Information will immediately be destroyed by Contractor.

If requested by the Customer, such destruction shall be certified in writing to the Customer by an authorized representative of the Contractor.

The return and/or destruction of such Confidential Information as provided above shall not relieve the Contractor of other obligations under this Agreement

- 2.7 The Customer shall be entitled at all times to audit the Contractor on the compliance of its obligations under this Agreement. On demand of the Customer the Contractor will undertake further particular precautions.

III. Exception to Confidentiality

This obligation to maintain secrecy shall not apply when the Contractor can proof that:

1. the Confidential Information is at the time of the disclosure, already available to the public other than as a result of a disclosure by the Contractor or its representatives;

2. the Confidential Information was or is in the lawful possession of the Contractor through knowledge of the Contractor prior to receiving the Confidential Information.
3. the Confidential Information is lawfully received from a Third Party who did not receive the Confidential Information in confidence from the Customer or any of its affiliates as shown by documentation sufficient to establish the Third Party as a lawful source of the Confidential Information;
4. The Customer has provided its prior written approval for such disclosure by the Contractor
5. The Contractor is obliged by law or court order or by the lawful requirements of a regulatory authority to which it is subject. The Contractor shall inform the Customer immediately of such event and shall coordinate the disclosure of the Confidential Information with the Customer.

IV. Employees and Consultants

- 4.1 Without limiting the liability of its employees, directors and officers or consultants the Contractor shall be liable in the case of any breach of the secrecy obligations provided for in this Agreement by any of its employees, directors, officers or consultants and the Contractor hereby agrees to fully indemnify the Customer for any consequence of such breach.
- 4.2 Upon request the Contractor shall provide all names of people who have access to the Confidential Information to the responsible department of the Customer.

V. Subcontractors

- 5.1 Unless explicitly and in writing approved in advance by the Customer, the Contractor shall not disclose any Confidential Information to subcontractors. In the event of prior approval, the Contractor shall ensure and control that its subcontractors are bound by the same obligations as the obligations laid down in this Agreement.

VI. Liability

- 6.1 Unless otherwise agreed upon, no license or any other right is granted by the Customer to the Contractor with respect to the Confidential Information.
- 6.2 No guaranty, warranty or representation is made, intended or implied, by the Customer, as to the completeness, correctness or sufficiency of any information or recommendation or as to the merchantability, suitability or fitness of any products for any particular use or purpose. In all cases, it is the responsibility of the user to determine the applicability of such information and recommendations and the suitability of any product for its own particular purpose. Under no circumstances shall the Customer be liable for any consequential, indirect, incidental, special or punitive damages, including but not limited to, any damages resulting from loss of profit, loss of business, or any other loss that may be caused directly or indirectly, by any defect,

insufficiency or deficiency in any information, data or samples disclosed hereunder.

- 6.3 The Customer reserves all rights to the information provided that requires confidentiality. In particular, Confidential Information remains the property of the Customer. Licenses, other rights or claims, of any kind, in particular name rights, rights to patents, utility models, rights of use and/or trademarks as well as other industrial property rights, are neither granted by this contract nor does it result in an obligation to grant such rights

VII. Passwords, keys, electronic access

- 7.1 Where the Contractor, his employees, consultants or subcontractors are given keys or electronic passes for the purpose of fulfilling its obligations under this Agreement, these must immediately and without the necessity of a further request be returned to the Customer at termination of this Agreement or if and when a person quits the service of the Contractor. In addition the division of the Customer (B/FP) will have to be immediately informed in order to be able to delete access rights in data processing systems.
- 7.2 Loss of key or electronic passes must be reported without delay to the Customer's Security Officer (B/FP).

VIII. Term and termination

- 8.1 This Agreement shall enter into force at the moment it is sent with the General Terms and Conditions of Purchase, and expires automatically after five (5) years ("Duration"). The confidentiality obligations shall remain in force until the expiry of this Declaration and for a further three (3) years..

IX. General provisions

- 9.1 Changes and additions to this non-disclosure agreement must be agreed in writing. Verbal agreements are null and void.
- 9.2 Should any provision of this Agreement be or become ineffective, the other provisions will remain unaffected and valid. In such case the Customer has the right to replace the ineffective provision with a regulation that reflects the original provision's economic effect as far as possible.
- 9.3 The Contractor shall not assign, transfer or otherwise dispose of any of its obligations or rights under the Agreement without the prior written consent of the Customer

X. Governing law, Jurisdiction

This Agreement shall be construed in accordance with and governed by the Laws of Belgium.

The courts in Brussels will be exclusively competent for any disputes.