

Non-Disclosure Agreement

This Non-Disclosure Agreement is agreed between a company in Transporter Industry International Group, which consists of:

SCHEUERLE Fahrzeugfabrik GmbH - Otto-Rettenmaier-Strasse 15 – D-74629 Pfedelbach, Germany and/or
KAMAG Transporttechnik GmbH & Co. KG - Liststrasse 3 – D-89079 Ulm, Germany and/or
NICOLAS Industrie S.A.S. - RN 6 BP 3 – F-89290 Champs-sur-Yonne, France, and/or
TII INDIA Private Limited – Plot2, Sector 14, Phase-II – IMT Bawal - Haryana, 123501 India

(hereinafter referred to as "**TII Group**")

and

Name of business partner

Street, Postcode, City

Country

(hereinafter referred to as "**Business Partner**")

each hereinafter referred to as "**Party**"
and jointly hereinafter referred to as "**Parties**" to this Agreement.

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Preamble

The Parties potentially intend to enter into a close collaboration, particularly in the area of

(hereinafter referred to as "Project").

In the course of this collaboration and in preparatory discussions, it may be necessary to disclose confidential information to the respective other Party. As the Parties are clear that any violation of this Agreement may cause significant damage, and in order to enable as comprehensive a protection as possible for this confidential information, the following is hereby agreed:

1 Definitions

"**Confidential information**" under the terms of this Agreement is all information, especially materials, data, knowledge, know-how, samples and prototypes

- a) of a scientific, technical or industrial nature, including trade secrets, inventions, processes, design, manufacturing methods, models, plans, databases, software and computer programs, capabilities, development achievements and/or stages, or
- b) relating to the entrepreneurial or commercial area, including costs, prices, contractual information, as well as customer data, contents of reports, business, commercial, marketing and financial plans, strategies and forecasts

which are transferred by one Party (subsequently referred to as the "Disclosing Party"), regardless of the form - be it machine-readable, on data media, in the form of a physical object, orally or in writing - and received by the other Party (hereinafter referred to as the "Receiving Party") or its subsidiary in connection with the Project, as well as the fact that Project-related discussions took place.

"**Subsidiary**" under the terms of this Agreement is a company in which one of the partners or its parent has a direct or indirect stake of at least 50%.

2 Scope

2.1 For the term of this Agreement, the Receiving Party undertakes

- a) to treat confidential information with strict confidentiality and not to disclose it to third parties
- b) to use confidential information exclusively for the Project
- c) not to use confidential information for purposes other than the collaboration with the other Party for the implementation of the Project, without the Disclosing Party's prior written consent
- d) not to undertake any analyses of confidential information in order to determine the chemical composition or physical properties
- e) not to apply for patents, registered designs or other trade mark rights which are based on confidential information or which disclose it
- f) not to make any samples or prototypes available to third parties

2.2 Notwithstanding Item 2.1, the Receiving Party may exceptionally make confidential information available to a subsidiary, if this is absolutely essential for the implementation of the Project, as long as the subsidiary has previously been committed to maintaining confidentiality as per the provisions of this Agreement. The Receiving Party is liable for a subsidiary which receives confidential information complying with the provisions of this Agreement.

Confidential information which the Receiving Party receives from a subsidiary of the Disclosing Party is deemed to have been received directly from the Disclosing Party.

3 *Exceptions*

The Receiving Party's obligations to maintaining confidentiality do not apply to information:

- a) whose being made public was agreed in writing by the Disclosing Party
- b) which was known to the Receiving Party before being disclosed by the Disclosing Party
- c) which was publicly known without any violation of this Agreement
- d) which was developed by the Receiving Party independent of the confidential information received from the Disclosing Party
- e) which was made public by law, administrative or court order

Upon request, the Receiving Party who invokes one of the reasons listed from (a) to (e) must prove this on the basis of written documents.

4 *Protective measures*

The Receiving Party will protect the confidential information with the same care as its own confidential information of a comparable nature. Regarding the Disclosing Party's confidential information, this care includes the following protective measures as a minimum:

- a) only the Receiving Party's employees who are essential for the implementation of the Project are granted access to confidential information
- b) the access is restricted to the range of confidential information which is necessary for the individual employee to carry out his task

5 *Return*

Upon written request by the Disclosing Party, the Receiving Party will immediately return all confidential information (including all copies), no later than upon completion of the Project, and without being requested to do so.

6 *Ownership and liability*

The confidential information shall remain the property of the Disclosing Party. This Agreement shall not give the Receiving Party, either directly or indirectly, any claim to grant or transfer any rights whatsoever, especially not patent or licensing rights, in the confidential information.

The Parties shall not be liable either for the completeness nor correctness of the confidential information made public, nor for possible losses incurred by the Receiving Party from the use of the confidential information disclosed.

7 General provisions

The Parties agree and state that this Agreement does not justify any limitation or restriction of a Party regarding the use or disclosure of its own confidential information.

This Agreement shall come into force upon signature and end five (5) years upon completion of the Project.

If the Business Partner violates an obligation arising under this Agreement, it shall be obligated to pay TII Group a contractual penalty for each individual violation, in the amount specified in the master agreement. The right of TII Group to claim injunctive relief remains unaffected.

Regardless of the violation committed and of the possible contractual penalty payment, the obligations arising under this Agreement remain in force.

This Agreement is governed to the laws of the Federal Republic of Germany, excluding the provisions for the conflict of laws and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive jurisdiction for all disputes in connection with this Agreement is Heilbronn.

This Agreement is binding on the Parties and their legal successors. No Party may transfer this Agreement or confidential information received from the other Party without the prior written consent of the other Party.

This Agreement was legally signed by the respective legal or authorised representatives of the Parties, and shall come into force on _____.

Signed:

On behalf of TII Group

Name of business partner

Signature

Date

Signature

Date

Printed name

Printed name

Position

Position