

GHV_[Lieferantenname kurz]_V[Version]
between

**Innomotive Systems Hainichen GmbH
Frankenberger Str. 9a
09661 Hainichen**

- hereinafter referred to as "ISH" -

**Firma
Straße, Nr.
PLZ, Ort**

- hereinafter referred to as " the Supplier" -

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In the context of its cooperation with ISH, the Supplier will receive confidential information, of technical and/or commercial nature made available by ISH orally, in writing, electronically or in any other form.

In order to protect the interests of ISH in confidentiality, it is agreed as follows:

1. Confidentiality Obligation/treatment of confidential information

- (1) The Supplier agrees to keep all confidential information made available to it by ISH in confidence and to take the necessary precautions to ensure that any unauthorized parties, i.e. third parties and employees other than those stated in § 1 (2) cannot acquire knowledge of the confidential information.
- (2) The Supplier will make confidential information available only to those employees who, by virtue of employment law, are under a non-disclosure obligation and who are obligated vis-à-vis the Supplier to keep the information received in confidence even for a period of five years after their leaving the Supplier. The Supplier will, on request, name to ISH those employees who have acquired knowledge of the confidential information of ISH.
- (3) The Supplier may make the confidential information available to other employees and third parties, in particular customers or other business partners of the Supplier only after the prior written approval of ISH and on condition that such employees and third parties submit to confidentiality in the terms of this confidentiality declaration.
- (4) Notwithstanding the previous paragraphs, the Supplier will comply with the following in its treatment of confidential information.

Material confidential information in particular in the form of documents, data carriers or objects is to be treated with the utmost care at all times. Duplication of any kind whatsoever is to be restricted to the amount absolutely necessary for the contractual performance of the Supplier vis-à-vis ISH. Material confidential information including any duplicates is to be returned to ISH at its request or, at the option of ISH, destroyed. The Supplier is not entitled to any withholding right.

- (5) Wider statutory confidentiality obligations of the Supplier shall not be affected by this agreement.

2. Subject matter, scope and duration of the non-disclosure obligation

- (1) The non-disclosure obligation applies to all confidential information, in particular in the form of documents, drawings, data, objects, results of research and development, unpublished rights protection applications etc. which are made available or handed over or have already been made available or handed over to the Supplier by ISH in the course of work co-operation including negotiations on a co-operation with ISH. Oral explanations relating to the cooperation are also covered by the non-disclosure obligation.
- (2) Information is not or no longer confidential if it was known to the Supplier prior to the disclosure by ISH, if it has been independently developed or otherwise legitimately acquired by the Supplier or if it is generally known or becomes generally known without any breach of the confidentiality obligations of the Supplier vis-à-vis ISH.

- (3) The Supplier bears the burden of proof that information made available to it by ISH is not or is no longer confidential in the meaning of point 2 part (2).
- (4) The confidentiality declaration of the Supplier applies for an indefinite period. The Supplier and ISH may terminate the confidentiality declaration at any time by three months notice in writing. The confidentiality obligations of the Supplier for confidential information made available to it during the period the confidentiality declaration was in force remain unaffected by the termination.

3. Restriction on use / rights

- (1) All rights to confidential information of ISH remain exclusively with ISH. The Supplier agrees not to use the confidential information received from ISH without ISH's separate express written approval for its own or for another's purposes and/or not to apply, or have others apply, for industrial property rights with respect to such confidential information. Above all, after termination of the cooperation, the Supplier will not be entitled to use, whether for itself or for third parties, the confidential information received from ISH.
- (2) If ISH, on the basis of or with the use of confidential information disclosed to the Supplier, causes a rights protection application to be made, the Supplier will not, on the contrary, derive any rights to prior use from the confidential information disclosed to it nor invoke the objection of obvious prior use or prior knowledge detrimental to innovation or similar objections.

4. Effect for the Benefit of other Companies of the ISH Group

- (1) The provisions of this confidentiality agreement apply, as a genuine contract for the benefit of a third party, simultaneously to all other companies of the ISH Group.
- (2) At the present time, the following companies belong to the ISH Group:
 - Innomotive Systems Hainichen GmbH, Frankenberger Straße 9a, 09661 Hainichen (Deutschland)
 - Innomotive Systems Hainichen (Nanjing) Co.,Ltd. No. 8 Taizhong Road, Luhe Industrial Zone, 211500 Nanjing (China)
- (3) This entitlement applies to companies becoming part of the ISH Group from the time their belonging to the ISH Group is evident to the Supplier.
- (4) If, between the Supplier and ISH or individual companies of the ISH Group, other agreements on the confidentiality obligations of the Supplier have been or will be concluded, they shall, in the event of conflict, have priority.

5. Severability

If any provision of this confidentiality declaration is or becomes invalid or if it contains a gap, the validity of the other provisions remains unaffected thereby. Instead of the invalid provision, a valid provision shall be deemed agreed upon which comes closest to what the parties had intended financially; the same applies in the event of a gap.

6. Applicable Law, Court Jurisdiction

- (1) The confidentiality agreement is subject to the law of Germany with the exclusion of renvoi or reference. The application of the UN-Sales Law (CISG) is excluded.
- (2) For all disputes out of or in connection with this confidentiality agreement, the courts at the registered office of ISH have jurisdiction. ISH is, however, at its option, entitled to pursue court claims against the Supplier before the courts having jurisdiction over the Supplier's registered office.

for Innomotive Systems Hainichen GmbH:

for Supplier:

location, date

location, date

signature

signature

JUST FOR INFORMATION