

Confidentiality Agreement

Between

Porsche Central and Eastern Europe s.r.o., with its registered office at Bucharova 2928/14a, 158 00 Prague 5-Stodůlky, Czech Republic, ID No. 283 64 023, Tax ID No. CZ28364023, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 136293 ("**Porsche**")

And

(Porsche and the Contractor together as the "**Parties**", each of them as the "**Party**")

1. The Parties are in contact with one another for the purpose of Investor Selection (hereinafter the "**Project**") and intend to exchange or disclose confidential information in the course of preliminary meetings or the preparation and/or execution of the (potential) collaboration within the scope of the Project. The Parties shall establish conditions for such exchange of information in this Agreement.
2. "**Confidential Information**" in terms of this Agreement shall mean any written, verbal, electronic, visual or any other tangible or non-tangible notices, documents, disclosures, materials or other information of a confidential or proprietary nature from Porsche, including but not limited to data, know-how, technical and non-technical information, materials, prototypes, samples, specifications, prices and other business-related information, and any reproductions thereof, which are disclosed or otherwise made accessible to the Contractor in connection with the Project, regardless of whether these are explicitly or tacitly identified as being "confidential" or "proprietary". The content of this Agreement (but not its existence) shall also be considered Confidential Information.
3. Notwithstanding the above, information shall not be deemed Confidential Information to the extent the Contractor can prove by demonstration of competent written records that such information:
 - i. was known to the Contractor, was generally known, or freely accessible to the public at the time it was disclosed or made accessible;
 - ii. became generally known or freely accessible to the public after the time of disclosure or making accessible without any direct or indirect breach of a confidentiality obligation toward Porsche;

- iii. was disclosed or made accessible to the Contractor by an authorized third party outside the scope of a confidentiality obligation toward Porsche after the time of disclosure or making accessible;
- iv. was created or developed by the Contractor without using or referring to the Confidential Information of Porsche; or
- v. was expressly marked or described in writing by Porsche as not confidential.

Any combination of information or characteristics shall not be deemed to fall within the foregoing exceptions merely because individual items of information or characteristics are generally known, freely accessible to the public or in the rightful possession of the Contractor, unless the combination itself or its principle of operation are in conformity with one of the exceptions set forth above.

Within the scope of any judicial order or regulatory action, a disclosure is only permitted to the mandatorily ordered extent and only provided that the Contractor informs Porsche of such order without delay and that the Contractor cooperates with Porsche in an appropriate manner to prevent disclosure, limit its scope or obtain a protective order or other similar legal remedy.

- 4. The Contractor shall treat all Confidential Information from Porsche as confidential and shall not disclose or make accessible such information or any part thereof, either directly or indirectly, to third parties. The Contractor shall also take all necessary steps to ensure that unauthorized persons do not gain access to Confidential Information and shall use at least the same diligence it uses to protect its own confidential and proprietary information, but at least the reasonable diligence customary in the automotive industry. The Contractor hereby undertakes to not use any Confidential Information from Porsche for any purpose other than the Project unless Porsche has agreed to such usage in writing in advance.
- 5. The Contractor shall only disclose or make accessible Confidential Information from Porsche to those employees for whom the disclosure of or access to the information is verifiably necessary in the course of the Project and who are contractually and/or legally obligated to maintain confidentiality. The Contractor will ensure that relevant employees – regardless of the type or legal characteristics of their employment relationships – will be bound by their confidentiality obligation beyond the end of the employment relationship to the extent permissible under labor law.
- 6. The transfer of Confidential Information to third parties is only permitted with the prior written consent of Porsche. In these cases, the Contractor shall ensure that the third party in question has consented to a non-disclosure agreement which is, at a minimum, as stringent as this Agreement prior to receiving any Confidential Information and the Recipient shall ensure the compliance with such requirements also after the termination of the contractual relationship between the Contractor and the third party. The Contractor shall be liable for any and all breaches of such confidentiality obligations by the third party in the same way as for a breach of his own.

7. This Agreement shall come into effect upon signature by the Parties and shall remain valid for five (5) years after it comes into effect. Notwithstanding any expiration or termination of this Agreement or the completion or abandonment of the Project, the obligations arising from or in connection with this Agreement will remain in force for the term of the Project contract and for five (5) years beyond, as well as for any further period of time in which the Confidential Information remains the Porsche's trade secret under applicable law. Furthermore, any other provision that by its spirit and purpose is understood to survive the expiration or termination of this Agreement shall remain valid for unlimited time.
8. Title of and all other rights to the Confidential Information and all objects incorporating Confidential Information shall remain with Porsche. The Contractor acknowledges and agrees that neither the purpose of the contract nor the provisions of this Agreement shall grant or transfer or be construed as granting or transferring him any rights, by licenses or otherwise, neither directly nor indirectly, to the Confidential Information of Porsche, or to any intellectual property rights or know-how contained therein. Furthermore, Porsche is in no way obligated by this Agreement to provide Confidential Information to the Contractor or to enter into any contractual relationships with the Contractor in the future.
9. On legitimate written request by Porsche and in accordance with Porsche's instructions, the Contractor shall return or destroy all Confidential Information without delay, including all reproductions of the information or, in the case of electronic storage, shall delete or overwrite the information in such a manner that it cannot be restored. Confidential Information which must be retained in order to comply with statutory obligations, in particular archival requirements, is excepted. The Contractor shall ensure that its employees and the third parties included as per sect. 5 agree to abide by corresponding terms.
10. Compliance and Sustainability
 - i) The Contractor shall take all necessary and appropriate measures to combat corruption and avoid any other violations of the law, in particular violations of the provisions against antitrust law, competition law, environmental protection law, customs and foreign trade law and labour law. The Contractor shall take the appropriate organizational (including, but not limited to, appropriate legal or contractual) measures to prevent its legal representatives, employees, sub-contractors, consultants or other third parties acting on its behalf from becoming liable to prosecution for committing or failing to act in light of, for example, bribery, corruption, granting undue benefits, accepting undue benefits, money laundering, fraud, embezzlement, etc.
 - ii) In the event of an infringement of the above-mentioned obligations relating to the performance of this Agreement, or if sufficient reasons exist to suspect that such an infringement in relation to this Agreement has occurred, the Contractor must inform Porsche to this effect without undue delay, and shall inform Porsche about the measures (to be) taken to remedy such an infringement

and prevent future violations. The Contractor's failure to inform Porsche without undue delay or to take appropriate remedial measures within 60 days from learning of the situation shall be deemed a material breach of this Agreement.

- iii) The Contractor shall indemnify, defend, and hold Porsche, its directors, officers, agents and employees harmless from any and all claims, causes of action, losses, damages, liabilities, costs and expenses, including attorneys' fees, to the extent arising from any breach of the obligations under this section; provided, however, that the Contractor shall not be obligated to indemnify, defend, or hold harmless Porsche to the extent arising from negligent or intentionally wrongful acts of Porsche or anyone for whom Porsche is responsible.
- iv) The Contractor undertakes to comply with Porsche Code of Conduct for Business Partners (the "Code of Conduct"), which is available at www.porsche.com/uk/aboutporsche/overview/compliance/overview. The Contractor shall provide the Code of Conduct to all employees and subcontractors that take part in providing the Services to Porsche and shall ensure that such employees and subcontractors abide by the rules set out in the Code of Conduct.
- v) If Porsche or a public authority requires access to the production process and/or the service provision process and the Contractor's documents and processes related to the Services, in order to verify compliance with specific requirements, the Contractor shall allow such an evaluation and/or audit in its division and provide all reasonable support.

11. Changes or amendments to this Agreement, including changes and amendments to this formal requirement, are only valid if made by a written, numbered and dated amendment signed by both Parties. If one of the provisions of this Agreement is or becomes invalid or inapplicable in whole or part, the remaining provisions of this Agreement shall not be affected. Within the limits of reason and in good faith, the Parties shall replace said invalid or inapplicable provision with the legally valid provision that comes closest to fulfilling the business purpose of the original provision, insofar as such a provision does not cause a material change to the content of this Agreement.

12. In matters not covered by this Agreement, the contractual relationship shall be governed by the relevant provisions of laws of the Czech Republic. The Parties have agreed that any disputes arising out of this Agreement or in connection with this Agreement and not settled by means of a mutual agreement shall be settled by the Czech courts.

13. This Agreement has been executed in two (2) original copies; one (1) original copy for each Party.

In Prague on _____

On behalf of **Porsche Central and Eastern Europe s.r.o.**

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Iryna Kauk, the Managing Director

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Martin Kocourek, Business Development Director

In _____ on _____

On behalf of the Contractor

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