Confidentiality Agreement

By and between

**Valmet Automotive EV Power Oy**

Autotehtaankatu 14

23500 Uusikaupunki

Finland

Business ID: 2883807-5

- hereinafter referred to as “**VAEV**“ -

Represented by

**Valmet Automotive Solutions GmbH**

Bergrat-Bilfinger-Straße 8

74177 Bad Friedrichshall

Federal Republic of Germany

Registered with the County Court of Stuttgart, Federal Republic of Germany, HRB 106611

and

**Firma**

Straße

PLZ, Ort

Land

Register of Companies: County Court of Ort, Number

- hereinafter referred to as “Partner” -

**Preamble:**

VAEV and the Partner (hereinafter individually also referred to as “PARTY” and jointly as “PARTIES) envisage cooperating in the field of “[**Testing Services and Solutions**]” (the “PROJECT”). In this context, the PARTIES might exchange certain of their respective trade and business secrets. To protect such confidential information from unauthorized disclosure, the PARTIES agree as follows:

1. **Definitions**
	1. “AFFILIATED COMPANIES” shall be legally independent enterprises that, in their relationship inter se, are enterprises in which a majority ownership interest is held and enterprises which hold a majority of the ownership interest (section 16), controlled and controlling enterprises (section 17), group member companies (section 18), cross-shareholding enterprises (section 19), or parties to an inter-company agreement (sections 291, 292). All of the aforementioned sections refer to the Stock Corporation Act (Aktiengesetz) of the Federal Republic of Germany.
	2. “INFORMATION“ shall mean any tangible or electronic trade or business secret disclosed orally or in any other way by a PARTY or one of its AFFILIATED COMPANIES on behalf of such PARTY.

This includes in particular all technical or business data, software programs, software codes, algorithms, documents (e.g. drawings, drafts, sketches, plans, descriptions and calculations), experience, procedures, knowledge, samples, templates and activities, including secret know-how and as yet unpublished applications for industrial intellectual property rights.

INFORMATION shall also include

* the description and content of the PROJECT,
* vehicles and/or vehicle components,
* the schedules, targets and ideas envisaged for the execution of the PROJECT as well as
* knowledge gained by a PARTY, within the framework of the PROJECT, relating to internal circumstances and activities of the other PARTY.

1.2 “DISCLOSING PARTY” shall mean the PARTY disclosing INFORMATION to the other PARTY.

1.3 “RECEIVING PARTY” shall mean the PARTY receiving INFORMATION from the DISCLOSING PARTY.

1. **Confidentiality Obligation**
	1. The RECEIVING PARTY undertakes
* to use INFORMATION exclusively for the PROJECT;
* to treat INFORMATION as strictly confidential;
* to refrain from submitting INFORMATION to reverse engineering;
* to refrain from making INFORMATION (in full or in part) accessible to third parties, whether in tangible or intangible form. AFFILIATED COMPANIES of the RECEIVING PARTY shall not count among such third parties in case the RECEIVING PARTY ensures, before passing on INFORMATION, that they commit themselves in writing to a confidentiality obligation at least equivalent to this Agreement;
* to disclose any INFORMATION exclusively to those of its employees or employees of its AFFILIATED COMPANIES (i) who need such INFORMATION for the intended PROJECT and (ii) who have demonstrably committed themselves to a confidentiality agreement at least equivalent to this Agreement, with confidentiality obligations remaining in force even after leaving the company;
* to handle INFORMATION with the same care applied to its own data of similar importance or at least with due care and attention.
	1. In case the RECEIVING PARTY receives vehicles or vehicle components, such PARTY furthermore undertakes
* to either cover these with a tarp or place them in a locked room without windows during the time periods these are not being worked on;
* not to take any photos or videos thereof or allow others to do so.
	1. Either PARTY shall be liable to the other PARTY for any unauthorised transmission, use and/or disclosure of INFORMATION by its employees or employees of its AFFILIATED COMPANIES.
1. **Exceptions**
	1. The obligations specified in Clause 2. do not apply to INFORMATION that demonstrably
* was already known to the RECEIVING PARTY prior to its disclosure without being subject to any confidentiality obligation;
* is or will be publicly available without the RECEIVING PARTY’s fault;
* has been lawfully communicated or made available to the RECEIVING PARTY by a third party; or
* has to be disclosed due to a binding official or court order or other mandatory legal requirements. The Disclosing PARTY shall be given reasonable prior written notice of any disclosure of INFORMATION.
	1. The burden of proof as to the applicability of this exception clause in Clause 3.1 above shall be on the PARTY referring to such clause.
1. **Voluntary and Gratuitous Provision of INFORMATION, no Warranty**
	1. The provision of INFORMATION – unless it is in direct connection with a contractual relationship between the PARTIES existing apart from this Agreement (if any) – shall be voluntary and gratuitous. Neither PARTY shall be obliged in any way to disclose INFORMATION of any kind.
	2. The DISCLOSING PARTY does not grant any warranty as to the correctness, completeness or usefulness of INFORMATION disclosed under this Agreement. Furthermore, the DISCLOSING PARTY shall not be liable for any damages resulting from the use of INFORMATION disclosed, except in the case of compelling legal liability.

**5. Rights and Licenses, Advertising the Business Relationship**

5.1 The DISCLOSING PARTY shall retain all rights in INFORMATION. In particular, INFORMATION shall remain in the ownership of the DISCLOSING PARTY. This Agreement shall neither be interpreted as granting any licenses, rights or claims of whatever nature, including but not limited to name rights, rights in patents, utility models, rights of use and/or trademarks as well as other industrial intellectual property rights, nor shall any obligation to grant such rights arise therefrom.

5.2 Neither PARTY shall advertise the business relationship with the other PARTY without that PARTY’s prior consent. Furthermore, neither PARTY shall mention such relationship to a third party, unless a legal duty of disclosure exists.

**6. Term**

6.1 This Confidentiality Agreement enters into force when signed by both PARTIES and is valid for 8 years, unless otherwise agreed.

* 1. The RECEIVING PARTY undertakes vis-à-vis the DISCLOSING PARTY, upon termination of this Agreement, to refrain instantly from using any INFORMATION of the DISCLOSING PARTY. Tangible INFORMATION shall be destroyed by the RECEIVING PARTY within fourteen days after the termination of this Agreement, unless the DISCLOSING PARTY requests the RECEIVING PARTY to return such INFORMATION within the same time period. In case INFORMATION has only been provided by the DISCLOSING PARTY in electronic form, the RECEIVING PARTY shall only be obliged to permanently delete such INFORMATION within the aforementioned time period.
	2. The RECEIVING PARTY’s obligation to return or delete INFORMATION of the DISCLOSING PARTY shall not apply as long as and insofar as such INFORMATION is subject to a mandatory retention obligation on the part of the RECEIVING PARTY.
	3. The RECEIVING PARTY shall not be obliged to delete INFORMATION provided by the DISCLOSING PARTY in electronic form in case such deletion is technically impossible or economically unreasonable. However, with respect to such INFORMATION the RECEIVING PARTY´S confidentiality obligation shall last for an indefinite period of time.

**7. Consequences in Case of Non-Compliance**

7.1 Each PARTY is liable, in case of any culpable violation of this Agreement, for any damages incurred by the other PARTY as a result thereof.

7.2 The PARTIES are aware of the fact that

* the violation of trade secrets is considered a criminal offence pursuant to Section 32 GeschGehG *(Act on the Protection of Trade Secrets)* of the Federal Republic of Germany and can be penalized with deprivation of liberty for a period of up to five years, and
* the unlawful modification of data as well as computer sabotage are considered a criminal offence pursuant to Sections 303a and 303b StGB (Penal Code of the Federal Republic of Germany) and can be penalized with deprivation of liberty of up to two or five years respectively.

**8. Applicable Law and Jurisdiction**

8.1 The laws of the Federal Republic of Germany shall apply to this Agreement, under the exclusion of its conflict of laws provisions.

8.2 The ordinary courts at VAEV’s place of business shall have exclusive jurisdiction over all disputes arising from or relating to this Agreement.

All disputes arising out of or in connection with the agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Frankfurt/Main, Germany. The language of arbitration shall be English.

**9. General Provisions**

9.1 This Agreement requires the written form. Modifications and amendments to as well as the cancellation of this Agreement shall be explicitly referred to as being an amendment thereto and shall be in writing in order to be valid. This also applies to changes and amendments to be made to this section.

9.2 Should any provision of this Agreement be or become invalid or unenforceable or should this Agreement contain a gap, all other provisions shall remain unaffected. An operative provision is considered agreed in lieu of the inoperative provision coming as close as possible to the economic intent of the PARTIES; the same applies if there is a gap.

**Valmet Automotive EV Power Oy GmbH** **Firma**

Represented by Valmet Automotive

Solutions GmbH

Bad Friedrichshall, Datum \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Ort, Datum

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Mathias Würges xxxxxx Unterschrift(en)

Geschäftsführer xxxxxx

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Name(n) und Position(en) in Druckschrift

Jari Parviainen

EV Power Oy