**Non-Disclosure Agreement**

(hereinafter referred to as "**Agreement**")

concluded between

**Company: ITW Pronovia s.r.o.**

registered address: Vlkovská 595, Velká Bíteš  595 01, Czech Republic

ID No: 46965823

represented by: Ing. Martin Makovec

(hereinafter referred to also as “ITW”)

and

**Company: [\*]**

registered address: [\*]

ID No: [\*]

represented by: [\*], [title]

(hereinafter referred to also as [\*])

(ITW and [\*] hereinafter referred to individually as "**Party**" or jointly as "**Parties**")

Both Parties agree that this Agreement is concluded by ITW for itself and on behalf of any of its affiliated companies which are now or in the future engaged in activities falling within the ITW AFM product line of the ITW Automotive Engineered Fasteners & Components Group of Companies (hereinafter also as “AFM Sites”) and [\*]. A list of all AFM Sites as of today’s date is set out in Attachment 1 to this Agreement.

ITW may supplement or delete from this list specified in Attachment 1 at any time by giving written notice to the other Party. The Parties therefore agree that this Agreement shall automatically and without further reference (unless otherwise expressly agreed) be incorporated into every contract or arrangement which any of the AFM sites enter into with [\*].

The Parties are considering a potential business transaction (hereinafter referred to as “**Proposed Transaction**”). In order to facilitate the discussions concerning and their joint pursuit of the Purposed Transaction, one or both Parties may in its sole discretion chose to disclose to the other certain materials and/or information which it regards as Confidential Information (as defined below). Therefore, the Parties hereto agreed as follows:

**Confidential Information**

1. For purposes of this Agreement "Confidential Information" means any and all confidential, proprietary or non-public information related to the aforementioned purpose, including, but not limited to, various documents, leaflets, manuals, specifications, brochures, reports, diagrams, plans, models, sketches, schematics, photographs, equipment, hardware, software, flowcharts, diskettes, designs, samples, and other data-conveying media of the other party, including, without limitation, information pertaining to current and future products, services, methodologies, processes, algorithms, formulae, inventions, ideas, analyses, compilations, studies, tests, opinions, know-how, financing, marketing, manufacturing, sales, and other commercial and technical data.
2. Confidential Information shall consist of information as defined above in point 1. revealed by one Party (hereinafter referred to as “**Disclosing Party**”) to the other Party (hereinafter referred to as “**Receiving Party**”) either in written form, orally or visually.

**Exclusions from Confidential Information**

1. Receiving Party's obligations under this Agreement do not extend to information that is:

* publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
* was known by or disclosed to the Receiving Party prior to date of this Agreement, or was independently developed by the Receiving Party as proven by its written records;
* learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives;
* required to be disclosed pursuant to a court order or governmental body or other legally compelled disclosure;
* disclosed by Receiving Party with Disclosing Party's prior written approval.

**Obligations of Receiving Party**

1. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, affiliates and third parties as is reasonably required for the Proposed Transaction and shall require those persons to be bound by nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not use, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party any Confidential Information without the prior written approval of Disclosing Party. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
2. The Receiving Party shall also:

* use Confidential Information only for the purpose of evaluating and engaging in the Proposed Transaction,
* not disclose Confidential Information to any third party except as otherwise permitted by this Agreement,
* be responsible to Disclosing Party for any breach of this Agreement by any of Receiving Party’s directors, affiliates, employees, advisors or agents of the Receiving Party, to whom Receiving Party has disclosed the Confidential Information(hereinafter referred to jointly as “**Representatives**”), as if the breach has been made by the Receiving Party itself,
* refrain from the unauthorized documentation, duplication and/or reproduction of any and all Confidential Information of Disclosing Party through any means, including but not limited to, the use of auditory and/or visual recording, copying or photographic devices of any type, except as reasonably necessary to the purpose hereof.

1. The Receiving Party may disclose Confidential Information to the Representatives who need to know the Confidential Information for purposes of the Potential Transaction, provided that the Receiving Party:

* advises its Representatives of the terms of this Agreement, and
* will be liable for its Representatives’ disclosure or use of the Confidential Information in breach of this Agreement.

1. In case the Receiving Party discloses Confidential Information to any other third party or entity with prior written permission of the Disclosing Party, the Receiving Party undertakes to conclude a non-disclosure agreement of the same content as in this Agreement with any such third party prior to disclosure of the Confidential Information.
2. The Receiving Party may disclose Confidential Information of the Disclosing Party, if the Receiving Party is required to do so by any decision of a governmental or regulatory authority, or by the court or when required by compulsory law, provided that written notice of such decision is submitted to the Disclosing Party without undue delay, in order to give the Disclosing Party the opportunity to intervene, and provided that the Receiving Party performs reasonable efforts to assure that the Confidential Information will be treated as confidential. Confidential Information which is disclosed in such way must be marked as "Confidential".
3. Upon the Disclosing Party’s request, the Receiving Party shall promptly return to the Disclosing Party (or at the Disclosing Party’s option, destroy or delete) documents or materials, including electronic files and data containing or otherwise reflecting Confidential Information of the Disclosing Party and not retain any copy, duplicate, extract or reproduction in whole or in part, with the exception of documents or materials which is mandatory by law or regulations to be archived for a certain time period. Upon request by the Disclosing Party, the Receiving Party shall promptly certify in writing that it has fully complied with its obligations under this paragraph.

**Other provisions**

1. The Receiving Party does not acquire any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement.
2. Subject to the obligations of this Agreement, no Party will be precluded from developing technology independently or pursuing business opportunities similar to those covered by this Agreement, but without use of the Confidential Information, whereas the terms of this Agreement may not be interpreted to limit either Party's right to provide or offer to provide products or services similar to those that the other Party may offer, or prevent either Party from entering into similar discussions with unrelated third parties, provided that such products, services and discussions do not breach the obligations imposed by this Agreement.
3. Neither Party has an obligation under this Agreement to purchase or sell any service or item from or to the other Party.

**liability**

1. Each Party acknowledges that monetary damages are an inadequate remedy and that a Party may be irreparably injured by a breach of this Agreement by the other Party and that the non-breaching Party may, in addition to any other remedies available, seek injunctive relief to restrain any conduct or threatened conduct which is or will be a breach of this Agreement, and/or specific performance to compel the breaching Party to perform its obligations under this Agreement, as a remedy for any breach or threatened breach. A Party may seek such injunctive relief and/or specific performances in any competent court or by other means available.

**Governing Law**

1. This Agreement is made under and shall be governed by the substantive law of the country of the seat of ITW signing this Agreement, without regard to its conflict of law provisions.
2. All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vienna. The language to be used in the arbitral proceedings shall be English.

**Term and Termination of Agreement**

1. This Agreement shall become effective on 18th of February 2022.
2. This Agreement will expire 10 years after the effective date unless earlier terminated in accordance with this section.

**Final provisions**

1. This Agreement has been signed and executed in two (2) originals of which the Parties have received one (1) each. Copies of executed signature pages delivered by facsimile or e-mail will, for all purposes, be deemed originals.
2. Neither Party may assign or transfer its obligations under this Agreement to any party without the prior written consent of the other Party. Any assignment without such consent will be void.
3. This Agreement supersedes all prior understandings, agreements, contracts or arrangements between the Parties, whether oral or written, with respect to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived, except by a written amendment duly executed by authorized representatives of each Party.

Attachment 1: List of ITW AFM affiliated companies

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| Řepov, \_\_/\_\_/\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **ITW Pronovia s.r.o.**  Ing. Martin Makovec | [\*], \_\_/\_\_/\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[\*]**  [\*], [title] |

Attachment 1:

List of ITW AFM affiliated companies

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| --- | --- |
| EUROPE: |  |
| ITW PRONOVIA s.r.o.  Řepov 184, 293 01 Mladá Boleslav / Czech Republic  Contact: Mr. Michal Kostka  Phone: +421 41 5030 306  Mobile: +421 948 080 957  Email: [michal.kostka@itwautomotive.com](mailto:michal.kostka@itwautomotive.com) | ITW Selb GmbH  Am Schreinersteich 4,  D-95100 Selb, Germany  Contact: Mr. Markus Backmann  Phone: +49 630 380 5297  Email: [markus.backmann@itwautomotive.com](mailto:markus.backmann@itwautomotive.com) |
| ITW Slovakia s.r.o.  Hlavna 1384 Bytča / Slovak Republic  Contact: Mr. Michal Kostka  Phone: +421 41 5030 306  Mobile: +421 948 080 957  Email: [michal.kostka@itwautomotive.com](mailto:michal.kostka@itwautomotive.com) |  |