

Confidentiality agreement

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No. 2018/ 00000

between

Z-LINE Automotive d.o.o.

Ulica heroja Šaranoviča 36,
2000 Maribor – Slovenia

(hereinafter: Z-LINE)

and

(Name of the employee
of the company or other)

(hereinafter: partners)

(hereinafter Z-LINE and the partner will also be referred to as "parties" or "party" or "contracting parties" or individually "contracting party")

During co-operation of the parties, matters of technical and/or economic nature shall be disclosed orally, in writing, electronically or in some other way.

The parties conclude the following agreement in order to protect the confidentiality:

§ 1 Confidentiality and confidential information management agreement

- 1) The parties undertake to protect confidential information and take all necessary security measures to prevent unauthorised persons, i.e. third parties, as well as other persons not listed to in paragraph 1 (2), access to confidential information.
- 2) Confidential information will only be disclosed to a contracting party and to persons who are legally bound to confidentiality and, as a result, persons with access to confidential information are obligated to protect the confidentiality for a period of five years. Upon request parties will inform the other party of persons who have received confidential information from the other party.



Confidentiality agreement

IP_c04.01

3) Other employees and third parties, in particular clients or other business partners, shall be granted access to confidential information only upon prior written consent of the other party and provided that they undertake to protect the confidentiality in accordance with this Agreement.

4) Without prejudice to the preceding paragraphs, the parties will consider the following when dealing with confidential information:

Confidential information, in particular in the form of written documents, data carriers or products, should be handled with care.

Production or reproduction of all types must be limited to that which is strictly necessary for the implementation of the contract. The inclusion of confidential information, including any reproduction, disclosure of confidential information, must be returned or, at the option of the party, destroyed upon request. In this respect, the other party has no right of detention.

5) This agreement does not affect the continued confidentiality of the parties.

§ 2 Subject, scope and duration of confidentiality

1) Confidentiality applies to all confidential information and in particular that in the form of documents, sketches, data, products, research and development results, unpublished security claims, etc. that have been disclosed or surrendered during the co-operation, including negotiations for co-operation. The obligation of secrecy also applies to oral explanations during co-operation.

2) Data are no longer considered confidential if the parties have obtained knowledge of information before disclosure by the other party, or if the client has otherwise developed or acquired the information or if the information has been in public domain without violating the confidentiality obligation.

3) If a party is granted access to information by the other party, it shall bear the burden of proof that this information is no longer confidential within the meaning of Article § 2, paragraph 2.



Confidentiality agreement

IP_c04.01

- 4) The confidentiality statement shall remain in force for an indefinite period of time. Both parties can terminate the confidentiality agreement at any time with a written notice of 6 months. The requirement of confidentiality for information disclosed during the validity of the non-disclosure agreement does not affect termination. The effective termination of the non-disclosure agreement on either side will completely terminate the confidentiality agreement.

§ 3 Restrictions and rights

- 1) All rights to confidential information remain with the party which discloses confidential information. The other party undertakes not to use confidential information for its own or other purposes without express written consent and/or registration or registration of industrial property rights. In particular, the other party is not entitled to use confidential information obtained for itself or for a third party even after co-operation has ended.
- 2) If one of the parties applies for registration of property rights based on or by using confidential information disclosed to the other party, the latter will not have the right to prior use of confidential information or novelties that have been disclosed. Nor will it be able to file similar objections.

§ 4 Effect on behalf of other companies Z-LINE Automotive d.o.o.

- 1) Disclosure of information to unauthorised persons in terms of professional secrecy corresponds to a criminal offence under Article 236 of the Penal Code.
- 2) Currently, Z-LINE consists of the following companies:

Z-LINE Automotive d.o.o. Ulica heroja Šaranoviča 36, SI – 2000
Maribor

ICDS, Interior Car Design Solution d.o.o., Ulica heroja Šaranoviča 36, SI – 2000
Maribor

- 3) This authorisation will be valid from the date of which the affiliation of the company concerned will be recognised as a Z-LINE's partner and for all new companies that shall join Z-LINE in the future.
- 4) If agreements shall be made between a partner and Z-LINE or individual companies of the company Z-LINE concerning confidentiality, such agreements have



Confidentiality agreement

IP_c04.01

precedence in the event of contradictions.

§ 5 Severability clause

- 1) If any provisions of this Confidentiality Agreement are or become invalid, all remaining provisions hereof will remain valid. Instead of the invalid provision the parties must agree on a valid provision closest to the economic purposes of the parties; the same applies in the case of a gap.

§ 6 Law, violations, jurisdiction

- 1) A violation of professional secrecy is a violation of Article 40 of the Companies Act (ZGD-1, Official Gazette of the Republic of Slovenia, No. 42/2006 (60/2006 amended), 26/2007-ZSDU-B, 33/2007-ZSReg-B, 67/2007 ZTFI (100/2007 amended), 10/2008, 68/08, 23/2009, Dec. CC: U-I-268/06-35, 42/2009).
- 2) Breach of professional secrecy and criminal offence as well as other damages shall result in liability for damage to the perpetrator in accordance with the provisions of the Obligations Code (OC, Official Gazette of the Republic of Slovenia, No. 97/2007-UPB1).
- 3) Disputes arising out of or in connection with this confidentiality agreement fall under the competence of courts that are also competent for the seat of the company Z-LINE. However, Z-LINE has the right to file legal proceedings against the partner before the court with jurisdiction at the seat of the partner's company.

Maribor

Place and date

Signature – Z-LINE Automotive d.o.o.

Signature – partner

