

Daimler Truck AG • 70771 Leinfelden - Echterdingen, Germany

Beijing Goldrare Automobile Parts Co.,LTD
Tim Zhang
Liucun Town Industrial Park, Changping District, Beijing
102204
China

<i>Buyer</i>	<i>Date</i>	<i>Version</i>
Dirk Meyer	2023-02-13	V14 2022_05_19

Non-Disclosure Agreement

Daimler Truck AG

Fasanenweg 10, 70771 Leinfelden - Echterdingen, Germany.

- hereinafter called "**DTAG**"-

and

Beijing Goldrare Automobile Parts Co.,LTD
Liucun Town Industrial Park, Changping District, Beijing, China
102204

- hereinafter called "**Partner**" -

DTAG and Partner hereinafter jointly "**Contracting Parties**"

agree as follows:

This Agreement is made and entered into by Partner for the purpose of protecting certain Confidential Information to be provided to Partner by DTAG and/or its subsidiaries (collectively "DTAG ") in the course of the application process.

For the purposes of this Agreement, "Confidential Information" shall be defined as information including but not limited to technical or business information, data, drawings, designs, know-how of DTAG, whether written or oral and irrespective of whether the information was marked as "confidential" or in similar manner.

The Partner shall treat confidential and not disclose to any third person or entity any Confidential Information, which the Partner received in the course of the application process, or to which the Partner gained access or which the Partner otherwise obtained from DTAG in the course of the

respective DTAG requests (RFQ´s). The Partner shall use such Confidential Information only for the purpose of business collaboration with DTAG, shall give access only to its employees, who need to have access and who entered into similar confidentiality obligations, shall not pass it on to third parties and shall protect it against unauthorized use by third parties.

No obligation shall apply to information and documents

- which are already known to, or in the possession of the Partner prior to receipt of such information;
- which are legally received by the Partner from a third party without any confidentiality obligation;
- which is required to be disclosed to governmental or juridical process;
- which can be proven by the Partner to have been developed independently of confidential information received from DTAG.

DTAG providing the Confidential Information shall remain vested holder of such information and reserves all intellectual property rights. Nothing contained in this Agreement shall be construed as granting or conferring any intellectual property rights or licences, either expressly or by implication.

DTAG may at any time request Partner to promptly return to DTAG or to destroy any or all documents or other materials containing Confidential Information, and Partner shall immediately comply with any such request.

This Agreement shall come into effect on **[2023-2-13]** and shall expire on **[2033-2-12]**, provided that the obligations of confidentiality set forth herein shall survive the term of this Agreement for a period of five years thereafter.

This Agreement shall be construed in accordance with and governed by the laws of Germany. In case of dispute or difference between DTAG and Partner arising out of or in connection with this Agreement, DTAG and Partner shall first endeavour to settle it amicably. All disputes arising out of or in connection with this agreement and which cannot be settled as provided hereinbefore shall be subject to the exclusive jurisdiction of the competent court of Stuttgart (Mitte).

In witness whereof, the Contracting Parties hereto have executed this agreement.

Authorised to sign on behalf of **DTAG**

By (*signature*)

By (*signature*)

Tim Damerau
Name

Dirk Meyer
Name

Manager
Title

Buyer
Title

Place, Date

Place, Date

Authorised to sign on behalf of **Partner**

By (*signature*)

By (*signature*)

Changhai Pan
Name (*printed letters*)

Tim Zhang
Name (*printed letters*)

General Manager
Titel

Project Director
Titel

Place, Date

Place, Date