

Confidential Agreement

Between

(Hereinafter referred to as "partner")

And

Tratter Engineering GmbH
Waltraud Gebert-Deeg Str. 10
I - 39100 Bolzano
VAT no./P.Iva.: IT01674780216

(Hereinafter referred to as "Tratter")

1. Introduction

Tratter intends to work with the undersigned, hereinafter referred to as "partner" called, in the context of existing and future projects.

Regarding the handling of information about trade and business secrets apply the following conditions.

2. Business and trade secrets

Business and trade secrets of the parties are all unpublished, confidential or legally protected information that the parties in the context of the business relationships or a stay on the respective company premises transmitted or accessible orally, visually, electronically or in any other way, about intentions, business connections, know-how, other knowledge, inquiry and offer documents as well as reactions to such, data of any kind and samples, Materials, samples, films, photographs, tapes, drawings, computer simulations, technical processes, equipment, devices, vehicle parts, components and Complete vehicles that do not correspond to the standard version (hereinafter "information" called).

3 Obligation of the partner

The parties undertake to:

- to be kept strictly secret and not to be reproduced without the consent of the other party or to make it available to third parties in whole or in part

- their affiliated companies, employees, organs, vicarious agents, and vicarious agents as well as consultants (hereinafter referred to as "assistants"), only against submission of a declaration with this to make comparable confidentiality agreements accessible, if not already are subject to a comparable agreement by law or contract. One upon request Party must provide the other party with evidence of this.

If the other party cannot do this, the requesting party is entitled to use the
To reject assistants.

- exclusively for the purpose of carrying out existing or future projects of the
To use parties and only make it available to those assistants who have the information need for this
- to take all appropriate precautions to ensure confidentiality in accordance with this
Ensure a declaration of commitment. When data is transmitted over generally accessible networks, measures to protect against
Access by third parties in consultation with the respective departments of the parties.
It is strict on the entire company premises and in all Tratter premises
It is forbidden to make image and sound recordings of any kind without prior written consent do. This also applies to the partner's premises.

All information and data carriers as well as all copies made thereof are after
Termination of the respective project or collaboration within 30 days
to be returned or to be verifiably deleted on request by the respective partner, or to
destroy. This does not apply if a partner is due to mandatory legal regulations
is obliged to keep documents for evidence purposes. In this case, copies are allowed
which are to be destroyed after the retention period has expired. The destruction
must be confirmed in writing to the other party.

4. Exceptions

The confidentiality obligations do not apply to information that

- at the time of their transmission to the other party already evident, published or generally accessible or thereafter obviously without violation of this declaration will.
- Owned or independent of the other party prior to the signing of this Agreement has acquired or developed it.
- the other party from a third party lawfully and without limitation in relation to Secrecy or use has been made known; or
- due to an official or judicial order or mandatory legal
Regulations are to be disclosed, provided that the other party about it for the purpose of
Exercising their rights immediately informed in writing and provided that the other
Party will do everything reasonable to ensure that the information is confidential
be treated.

The other party has the right to accept information before it is transmitted
to reject yet left information subject not the Confidentiality according to this declaration. The parties are
not required to make certain Disclose information.

5. Term

This declaration comes into force with the establishment of business contacts with the first possibility to take note of the information according to point 2 of this declaration and ends with the expiry of the fifth calendar year following the termination of the collaboration. This also applies to Resignation of assistants according to point 3 of this declaration.

6. Property right

The parties reserve all their own rights to their own information, in particular the right to apply for property rights. By disclosing information, Regardless of whether there are property rights or not, no property rights, license rights, Exploitation, use, reproduction, or other rights granted, nor result from this a corresponding obligation to grant such rights. The parties undertake to use the information received as well as all patent, Utility model, trademark and copyrights and know-how of the other party to respect in any form, only with the written consent of the other party for to use own or third-party purposes, not to disclose in own property right registrations and not to acts against corresponding registrations of property rights by the other party

7. Warranty

The parties assume no guarantee or liability about the correctness, Freedom from errors, freedom from third-party property rights, completeness and / or usability of the transmitted information.

8. Treatment of personal data

The parties are required to share all personal data of the other party with them affiliated companies as well as their business partners, neither outside the purpose limitation to process this declaration, nor to use it. This obligation also exists after Termination of activity within the scope of this declaration for an indefinite period. The parties will also oblige their assistants in accordance with point 3 of this declaration.

9. Retention of title

All samples, materials, samples, films, photographs, tapes, Constructions, data carriers and all documents including copies and carbon copies including the records relating to the activity are owned by revealing party. The other party has this with due care as its entrusted property to be kept by a prudent businessman, to protect against any inspection by third parties and on request at any time - but at the latest upon completion of the respective order - the to the other party without a right of retention.

10. Advertising

The parties may only participate with the prior written consent of the other party advertise this business relationship.

11. Legal consequences of violation

The parties are aware that the violation of trade and business secrets is a criminal offense and is obliged to compensate for the resulting damage. The parties are also liable for the behaviour of their assistants or other third parties involved by them.

Should a disclosing party be aware of a breach of a Nondisclosure agreements are used, so the other party the injured party free from claims of any kind, insofar as the violation is a violation goes back against this statement.

12. Other

Changes and additions to this declaration must be made in writing to be valid the mutual signature. The same applies to a waiver of this Written form requirement.

Should provisions of this declaration be ineffective or unenforceable in whole or in part or, or should an unwanted loophole emerge, this will result in the

This does not affect the validity of the remaining provisions. Instead of such a provision or for

A legally effective provision should be made to fill a loophole that requires regulation

legally and economically contributes to the actual or presumed will of the parties

Closing this declaration comes next. In addition to these provisions, the following applies exclusively the law of the Republic of Italy. As far as legally permissible is more exclusive

Place of jurisdiction Bolzano.

Bolzano, the ____ / ____ / ____

(Authorized signature

Tratter & company stamp)

_____, the ____ / ____ / ____

(Authorized signature

Partner & company stamp)

In accordance with and for the effects of Articles 1341 and 1342 of the Civil Code, the partner declares of the terms and conditions contained in the following articles thoroughly

To have knowledge and to expressly accept it: Art. 11 (Legal consequences in the event of a violation); Art.12 (miscellaneous).

Bolzano, the ____ / ____ / ____

(Authorized signature

Tratter & company stamp)

_____, the ____ / ____ / ____

(Authorized signature

Partner & company stamp)