

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (NDA) between the undersigned parties is effective on the date of last signature. The parties intend to engage in discussions regarding [insert] ("Purpose"). To further the Purpose, each party and its affiliated entities ("Discloser") may provide proprietary and confidential information to the other party and its affiliated entities ("Recipient").

- 1. Confidential Information.** Confidential information is any information marked or declared as confidential upon disclosure or the confidential nature of which is evident to a reasonable person. Confidential information does not include information that (i) is or becomes generally available to the public other than by violation of this NDA; (ii) becomes available to Recipient from a source other than Discloser, provided that Recipient has no reason to believe that the information is subject to an obligation of confidentiality; (iii) was in Recipient's possession without obligation of confidentiality prior to receipt from Discloser; or (iv) is independently developed by Recipient without the use of the confidential information. Recipient may disclose confidential information to the extent required by a governmental agency or law, provided that Recipient gives written notice to Discloser promptly upon receipt of notice of the required disclosure to the extent such notice is permitted by law, and cooperates with Discloser to limit the scope of disclosure.
- 2. Obligations of Recipient.** Recipient will protect the confidential information using the same means that it uses to protect its own information of a similar nature, and in any event not less than reasonable means. Recipient will use the confidential information only in connection with the Purpose, will only disclose confidential information to those of its employees, employees of its affiliates, agents and contractors who have a need to know such confidential information for the Purpose. All recipients must have executed a written agreement no less stringent than this NDA, and Recipient will be liable for compliance with this NDA by each recipient. Recipient will not reverse engineer or decompile software or any item containing confidential information. Upon Discloser's request, Recipient will return or destroy all confidential information except copies required for compliance with applicable laws or made as a matter of routine information technology backup, so long as they remain confidential per this NDA. These obligations continue for five years after the disclosure of any confidential information, regardless of termination of this NDA.
- 3. No Rights in Confidential Information, No Warranty.** No license rights in any confidential information or the underlying intellectual property are granted or implied under this NDA. Confidential information is provided "AS IS" without any representations or warranties, express or implied, including as to accuracy. Discloser will not be liable for any damages or losses resulting from the receipt or use of confidential information.
- 4. General.** This NDA is the entire agreement of the parties with respect to its subject matter and supersedes any previous or contemporaneous agreements. This NDA and any amendment hereto must be executed by both parties in writing or via a web-based tool for electronic signatures. Neither party may assign its rights or obligations without the prior written consent of the other, except that Siemens may assign to an affiliate or an acquirer of all or substantially all of the business to which the NDA pertains. This NDA does not create a partnership, joint venture, or any obligation to enter into any other business relationship. Each party will comply with all applicable export control, customs, and trade regulations and Discloser will obtain all necessary export licenses. Upon request, Discloser will provide Recipient with any information required to comply with all applicable export control, customs and trade regulations. This Agreement will be governed by the substantive laws, excluding choice of law rules, of Germany. All disputes arising out of or in connection with this NDA shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The seat of arbitration shall be Stuttgart, Germany. The language to be used in the arbitration proceeding shall be English.

[Entity of Customer, supplier, etc.] **KACO new energy GmbH – A Siemens Company**

By: _____ By: _____ By: _____

Name(print): _____ Name(print): _____ Name(print): _____

– – –

Place/Date: _____ Place/Date: _____ Place/Date: _____