



Mercedes-Benz

**Non-Disclosure Agreement**

between

Mercedes-Benz AG  
Mercedesstr. 120  
70372 Stuttgart  
Germany

- hereinafter "Daimler" -

and

NVIDIA GmbH  
Adenauer Str. 20/A4  
52146 Würselen  
Germany

- hereinafter "Partner A" -

and

UAB Hella Lithuania  
Oro Parko Str. 6  
54460 Karmelava  
Lithuania

- hereinafter "Partner B" -

- Partner A and Partner B hereinafter jointly referred to as "Partners"

- Daimler and the Partners individually and jointly referred to as "Party" / "Parties"-

Initials: \_\_\_\_\_/\_\_\_\_\_

## 1. Subject Matter of the Agreement

- 1.1 The Parties shall treat as confidential all information – including, but not limited to, technical and business information as well as intentions, know-how, findings, designs, and documents – that is made accessible to them or to affiliated companies of the Parties as defined by section 15 of the German Stock Corporation Act (AktG) by another Party or by affiliated companies of the other Party as defined by section 15 of the German Stock Corporation Act (AktG) in connection with the “Mercedes-Benz Corner & Side Radar Sensors Gen 6” project (hereinafter “Project”) or which they or an affiliated companies of the Parties as defined by section 15 of the German Stock Corporation Act (AktG) receive from another Party or from affiliated companies of such Party as defined by section 15 of the German Stock Corporation Act (AktG) in connection with the Project during the term of this Non-Disclosure Agreement (hereinafter “Agreement”), shall not disclose such information to third parties, shall protect it from third-party access, shall use it only for purposes of the Project and shall only disclose it to employees who are themselves under an obligation to observe confidentiality. The information may however be disclosed to affiliated companies as defined by section 15 of the German Stock Corporation Act (AktG).

The Parties may only disclose the information to other third parties to the extent this is agreed to in writing in a supplementary agreement between the Parties which is either applicable for an individual case or generally for a limited period of time (then “Authorized Third Parties”).

The Parties shall impose upon their employees, upon the aforementioned affiliated companies and upon Authorized Third Parties to whom this information is disclosed the same obligations as the Parties have entered into, unless these employees are already subject to an equivalent confidentiality obligation by virtue of their contracts of employment or these affiliated companies or Authorized Third Parties are already subject to an equivalent confidentiality obligation by virtue of other contracts. The Parties are responsible for compliance with the corresponding non-disclosure-agreements.

- 1.2 This confidentiality obligation shall not apply for a Party in respect of information
1. that can be proven to have already been known to the Party concerned before this Agreement took effect,
  2. that can be proven to have been lawfully obtained from a third party without a confidentiality obligation,
  3. that is already in the public domain or that enters into the public domain without any breach of the obligations under this Agreement,
  4. that can be proven by the Party concerned to have been developed during the course of its own independent work.
- 1.3 The Parties shall apply the same level of care in ensuring confidentiality as they apply to their own confidential information.

Initials: \_\_\_\_\_/\_\_\_\_\_

- 1.4 In case of disclosure of any development results that are capable of being protected by intellectual property rights, the disclosing Party reserves all rights in respect of any such intellectual property rights subsequently applied for or granted. Nothing contained in this Agreement shall be construed as transferring any intellectual property rights or any protectable development results or conferring any rights to use such intellectual property rights or protectable development results.

## **2. Term of the Agreement**

This Agreement shall take effect on 01.01.2021 and shall continue in force until 31.12.2026, however, the confidentiality obligations in respect of information which has been made available during the term of the Agreement shall continue to apply for a period of five years after the end of the term of the Agreement. A possible main contract concluded between some or all Parties, especially a development contract or a supply agreement, shall take precedence with regard to the treatment of confidential information by the Parties of the main contract, if such contract contains provisions for non-disclosure and/or confidentiality. The information according to clause 1 shall thus be subject to the provisions of the main contract between these parties.

## **3. General Provisions**

This Agreement is governed exclusively by the laws of the Federal Republic of Germany.

The exclusive place of jurisdiction for all legal disputes arising from or in connection with this Agreement shall be Stuttgart (Mitte), Germany. A Partner may however be sued at its own general place of jurisdiction.

Initials: \_\_\_\_\_/\_\_\_\_\_

**Mercedes-Benz AG**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Place, date

**NVIDIA GmbH**

DocuSigned by:  
*Jaap Zuiderveld*  
041E146C796D48E...  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jaap Zuiderveld  
\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

VP Sales EMEA, WWFO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

28 January 2021  
\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Place, date

Initials: \_\_\_\_\_/\_\_\_\_\_

**UAB Hella Lithuania**

\_\_\_\_\_  
Signature

Tobias Pohlschmidt  
\_\_\_\_\_  
Name (Print)

Managing Director HELLA Lithuania  
\_\_\_\_\_  
Title

Kanusas, Lithuania, 03.02.2021  
\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature

Sebastian Blanke  
\_\_\_\_\_  
Name (Print)

Sales Director  
\_\_\_\_\_  
Title

Lippstadt, 02.02.2021  
\_\_\_\_\_  
Place, date

Initials: \_\_\_\_\_/\_\_\_\_\_