



GOODYEAR S.A.
PATENT DEPARTMENT
AVENUE GORDON SMITH
L-7750 COLMAR-BERG

Tirecheck GmbH
Schmelzofenvorstadt 33
D-89520 Heidenheim
Germany

Date: 29.09.2022

Confidentiality Agreement between Tirecheck GmbH and Goodyear S.A.

Dear Sirs,

We refer to the subject Agreement between us, of which a copy is attached.

Goodyear proposes the following amendments:

- to extend the agreement at Article 9.1 so that the term of the agreement will continue unbroken for five (5) further years, until **October 28, 2027**.

All other terms and conditions of the agreement shall remain the same.

Very truly yours,

GOODYEAR S.A.

DocuSigned by:

By:  522267616431455...
Name: Xavier Fraipont
Title: Vice President EMEA
Product Development

DocuSigned by:

By:  641B6FD1A9C7440...
Name: Bernd Kutsch
Title: Senior European Patent Attorney

Date: 9/30/2022 9/30/2022

ACCEPTED AND AGREED THIS 11/14/2022, 2022

Tirecheck GmbH

DocuSigned by:

By:  796962196ADC4F5...
Name: Christian Markert
Title: Managing Director



CONFIDENTIALITY AGREEMENT

BETWEEN

GOODYEAR S.A.

AND

TIRECHECK GMBH

ch

THIS AGREEMENT is effective October 28, 2019

PARTIES

- (1) **Goodyear S.A.**, Avenue Gordon Smith, L-7750 Colmar-Berg, Grand-Duchy of Luxembourg, registered under B4441 (hereinafter: **Goodyear**);

and

- (2) **Tirecheck GmbH**, Schmelzofenvorstadt 33, D-89520 Heidenheim an der Brenz, Germany, registered under AG Ulm HRB 738790 (hereinafter: **Tirecheck**)

Each a **Party**, together being referred to herein as the **Parties**.

WHEREAS

- (A) The Parties intend to work together in the field of tyres, the manufacturing of tyres, and methods, materials or equipment for use in tyres or tyre production as well as in the field of sensor development (altogether hereinafter referred to as the "Project");
- (B) Each Party wishes to receive (as "Recipient") and may receive, at the other Party's discretion (as "Discloser"), information related to the Project;
- (C) It is a condition precedent to the disclosure of any confidential information by one Party to the other in connection with the Project that the Recipient execute this Agreement in favour of the Discloser to regulate the usage of confidential information during the course of their dealing with each other and to protect the same from dissemination to and use by unauthorized persons.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement (**Agreement**).

Affiliate means with respect to each Party any company, corporation or other person controlling, controlled or under common control with that Party, control meaning direct or indirect ownership of more than 50% of the voting capital or rights in a company, corporation or other person.

Confidential Information means any and all information which is now or at any time hereafter in the possession of Discloser or its Affiliates, which have been or may



be disclosed or transmitted to the Recipient or its Affiliates or its or their Representatives (as defined below) in the course of the Project. It includes all information, data, reports, analyses, samples, compilations, studies, interpretations, projections, forecasts, records, books of accounts, trade secrets, inventions, know-how, equipment, procedures, software and other materials (whether prepared by Discloser or any of its Representatives, or otherwise and in whatever form maintained, whether oral, documentary, computerized or otherwise), regardless of the form of communication, that contain or otherwise reflect information concerning Discloser for the purpose of the Project.

Person shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.

Representatives shall include, without limitation, directors, officers, employees, partners, Affiliates, agents or advisors.

2. UNDERTAKINGS OF THE RECIPIENT OF CONFIDENTIAL INFORMATION

In consideration of Discloser or any of its Affiliates or its or their Representatives disclosing Confidential Information to the Recipient, its Affiliates or its and their Representatives, the Recipient hereby agrees and undertakes to, and to cause its Affiliates and its and their Representatives ("Recipient Representatives") to undertake:

- (a) not to use the Confidential Information for any purpose other than in connection with the Project;
- (b) to maintain in confidence all Confidential Information that it may acquire from Discloser or any of Discloser's Representatives;
- (c) not directly or indirectly use or disclose any of the Confidential Information in whole or in part save for the purposes of and in accordance with this Agreement and to cause its Affiliates and Recipient Representatives to observe the terms of this Agreement.

3. EXCEPTIONS

3.1 The foregoing restrictions on and obligations of the Recipient shall not apply to any Confidential Information which:

- (a) was in the public domain at the time of disclosure or comes into the public domain through no act or default on the part of the Recipient or any of its Affiliates or its or their Representatives;
- (b) was lawfully in the possession of the Recipient or any of its Affiliates or its or their Representative prior to such disclosure, without restriction on use or disclosure, and provided the Recipient can give documentary evidence thereof;

- (c) is hereafter disclosed to the Recipient on a non-confidential basis from a third party, provided that the third party was not known by the Recipient or any Recipient Representatives to be bound by a confidentiality agreement with or another contractual, legal or fiduciary obligation of confidentiality to Discloser or any of its Affiliates, with respect to such information;
- (d) is ordered disclosed pursuant to any applicable law, rule or regulation or the rules of any applicable recognized stock exchange or by any competent authority, but only to the extent so ordered and provided that Discloser is promptly notified of such order or as soon as a reasonably practical before disclosure is to be made in order to enable Discloser or Recipient to seek an appropriate protective order or other remedy, to consult with Discloser with respect to taking steps to resist or narrow the scope of such order or legal process, or to waive compliance, in whole or in part, with this provision of the Agreement. In any such event, the Recipient, its Affiliates and its or their Representatives requested or required to disclose any such information will use their commercially reasonable efforts to ensure that all such information that is so disclosed will be accorded confidential treatment. Notwithstanding the foregoing, disclosure of Confidential Information may be made if and to the extent that the Recipient concludes that such disclosure is required pursuant to the applicable securities laws or stock exchange requirements, in which event the Recipient will afford Discloser a reasonable opportunity to review and comment on the proposed disclosure to the extent feasible; or
- (e) has been independently developed by the Recipient or any of its Affiliates or its or their Representatives without violating any of its obligations under this Agreement.

3.2 Information shall not be deemed to be available to the general public for the purposes of the above exceptions (i) merely because it is embraced by more general information in the prior possession of Recipient or of others, or (ii) merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information.

4. CONFIDENTIALITY MEASURES

4.1 To secure the confidentiality attaching to the Confidential Information, each Party shall and shall cause its Affiliates and its or their Representatives to:

- (a) keep separate all Confidential Information and all information generated by the other Party, its Affiliates and its or their Representatives based thereon from all its own documents and other records of that Party, its Affiliates and its or their Representatives;
- (b) keep all documents and any other material incorporating any of the Confidential Information at the usual place of business of the Party, its Affiliates and its or their Representatives;

- (c) not use, reproduce, transform, or store any of the Confidential Information in any externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
- (d) allow access to the Confidential Information exclusively to the Party's Representatives and only to the extent necessary to permit such Representatives to assist the Party in providing services relating to the Project;
- (e) instruct each of such Party's Representatives that he or she is bound by the terms of this Agreement to the same extent as if he or she were a Party hereto and shall take such steps as may be reasonably desirable to restrain Party's Representatives from prohibited or unauthorized disclosure or use of the Confidential Information;
- (f) make copies of the Confidential Information only to the extent that the same is required for the purposes of providing services for the Project; and
- (g) on request of the other Party made at any time, deliver to the other Party all documents and other material in the possession, custody or control of the Party, its Affiliates and its or their Representatives that bear or incorporate Confidential Information and if so requested by the other Party, delete all Confidential Information from any computer disks, tapes or other re-usable material and destroy all other documents and tangible items in the Party's possession, custody or control, its Affiliates and its or their Representatives which contain or refer to any Confidential Information.

- 4.2 Notwithstanding the return, deletion or destruction of the Confidential Information, each Party, its Affiliates and its or their Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

5. ASSIGNMENT

The rights and privileges of Discloser or Recipient hereunder may be transferred or assigned to its successors.

6. AMENDMENTS

All modifications of, waivers of and amendments to this Agreement or any part hereof must be in writing signed by or on behalf of the Recipient and Discloser, or in the case of a waiver, by the Party waiving compliance.

7. REMEDIES AND WAIVERS

- 7.1 The Recipient acknowledges and agrees that money damages will not be a sufficient remedy in the event of a breach by its Affiliates or Recipient Representatives of the



provisions of this Agreement, and that in addition to all other remedies, Discloser shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.

- 7.2 No failure to exercise, nor any delay in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.
- 7.3 This Agreement shall not constitute, create or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind, nor does the furnishing of Confidential Information constitute an offer, acceptance or promise for any future contract or amendment to any existing contract between the Parties hereto.
- 7.4 Each Party will be responsible for any breach of the terms of this Agreement by such Party, its Affiliates and their Representatives.

8. SEVERANCE

- 8.1 If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the laws of the governing jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the laws of that jurisdiction, nor the legality, validity or enforceability of such provisions under the laws of any jurisdiction shall in any way be thereby affected or impaired.
- 8.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original intention.

9. TERM - TERMINATION

- 9.1 All disclosures of Confidential Information hereunder shall be completed during the period between October 28, 2019 and October 28, 2022 (**Disclosure Period**).
- 9.2 Any provision in this Agreement to the contrary notwithstanding, it is expressly agreed and understood that the obligations and undertakings of Recipient under this Agreement will continue for a period of ten (10) years after the completion of the Disclosure Period.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.
- 10.2 In Relation to any legal action or proceedings arising out of or in connection with this Agreement (the "Proceedings"), the Parties irrevocably submit to the jurisdiction of the courts of the City of Luxembourg.

This Agreement has been entered into on the date and year first above written.

Goodyear S.A.


Xavier Fraipont
Vice President EMEA
Product Development

01/18/2020


Gustavo Biral
Manager Finance

28-Jan-2020
#70065

Date:

Tirecheck GmbH


CHRISTIAN HARBERT
MANAGING DIRECTOR



TireCheck GmbH
Schmelzofenvorstadt 33
89520 Heidenheim

Date:

17.01.2020

**AMENDMENT NO. 1
TO
THE CONFIDENTIALITY AGREEMENT**

1. This Amendment No. 1 is effective as of December 17, 2020 ("Effective Date"), by and between **Tirecheck GmbH** having a place of business at Schmelzofenvorstadt 33, D-89520 Heidenheim an der Brenz, Germany ("Tirecheck") and **Goodyear S.A.** having a place of business at Avenue Gordon Smith, L-7750 Colmar-Berg, Grand-Duchy of Luxembourg ("Goodyear") and amends their Confidentiality Agreement (the "Agreement") having an effective date of October 28, 2019. Capitalized terms used herein but not otherwise defined herein shall use the meaning ascribed to them in the Agreement. The Agreement relates to working together in the field of tyres, the manufacturing of tyres, and methods, materials or equipment for use in tyres or tyre production as well as in the field of sensor development.
2. Goodyear proposes to amend the Agreement by adding new Section 11 as follows:

"11. DEVELOPMENT

Tirecheck agrees that any product developed under this Agreement to meet Goodyear's specifications or that is based upon or derived from Goodyear Confidential Information or suggestions shall not be sold to, disclosed to or used for any third party without the express written consent of Goodyear. This restriction shall not apply to any pre-existing technology of Tirecheck. Pre-existing technology of either party shall continue to be owned by such party."

3. All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have caused this Agreement, effective as of the date first written above, to be executed by their duly authorized officers.

TIRECHECK GMBH

By: 

Name: CHRISTIAN HARBERT

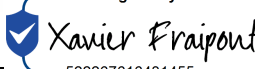
Title: MANAGING DIRECTOR

Date: 05.02.2021



TireCheck GmbH
Schmelzofenvorstadt 33
89520 Heidenheim

GOODYEAR S.A.


By: 

Name: Xavier Fraipont

Title: VP Product Development EMEA

Date: 2/8/2021

GOODYEAR S.A.

By: 

Name: Bernd Kutsch

Title: Senior European Patent Attorney

Date: 2/8/2021

Certificate Of Completion

Envelope Id: 0682176A717647BB9AE65BD7E67B3768

Status: Completed

Subject: Signature request on Contract Tirecheck NDA AMD2

Source Envelope:

Document Pages: 9

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

The Goodyear Tire & Rubber Company
PO BOX 666

Akron, OH 44309

gcs_support@goodyear.com

IP Address: 199.188.157.82

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Status: Original

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Holder: The Goodyear Tire & Rubber Company

gcs_support@goodyear.com

Location: DocuSign

Signer Events

Bernd Kutsch

bernd_kutsch@goodyear.com

Security Level: Email, Account Authentication
(None), Digital Certificate**Signature Provider Details:**Signature Type: DocuSign Protect & Sign (Client
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gn.net/ds-server/s/noauth/psm/tsp/sign**Timestamp**

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Signed: 9/30/2022 6:12:59 AM

Xavier Fraipont

xavier.fraipont@goodyear.com

VP Product Development EMEA

Security Level: Email, Account Authentication
(None), Digital Certificate**Signature Provider Details:**Signature Type: DocuSign Protect & Sign (Client
ID: DDE5E85D-4085-40B6-8785-DA3CCD16D81E)Signature Issuer: DocuSign Cloud Signing CA -
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Authentication: Access Code

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Signed: 9/30/2022 6:19:40 AM

Christian Markert

christian.markert@tirecheck.com

Managing Director

Security Level: Email, Account Authentication
(None), Digital Certificate**Signature Provider Details:**Signature Type: DocuSign Protect & Sign (Client
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Authentication: Access Code

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Viewed: 11/14/2022 1:10:47 PM

Signed: 11/14/2022 1:11:24 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/30/2022 5:43:00 AM
Certified Delivered	Security Checked	11/14/2022 1:10:47 PM
Signing Complete	Security Checked	11/14/2022 1:11:24 PM
Completed	Security Checked	11/14/2022 1:11:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Goodyear Tire & Rubber Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Goodyear Tire & Rubber Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gcs_support@goodyear.com

To advise The Goodyear Tire & Rubber Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gcs_support@goodyear.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from The Goodyear Tire & Rubber Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Goodyear Tire & Rubber Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Goodyear Tire & Rubber Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Goodyear Tire & Rubber Company during the course of my relationship with you.