

UNILATERAL NON-DISCLOSURE AGREEMENT

AMONG

("Bosch")

And

("Recipient")

"Subject Matter":

"Effective Date" of Agreement:

"Period for Exchange of Information":

to

THIS UNILATERAL NON-DISCLOSURE AGREEMENT ("Agreement") is made as of the Effective Date noted above, by and between the above parties.

BACKGROUND:

- I. Bosch desires to have discussions of or relating to the Subject Matter of supporting an existing business relationship or evaluating a possible business relationship between them ("Purpose").
- II. Such discussions may involve disclosure by Bosch to the Recipient of Confidential Information (as defined in Section 1), during the Period for Exchange of Information.
- III. The Recipient recognizes the value of the Confidential Information and that it is in their best interests to maintain the confidential, proprietary and secret nature of the Confidential Information.

THEREFORE, in consideration of the Subject Matter, Purpose and the mutual promises herein, the parties agree as follows:

1. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" as used herein means all nonpublic information relating to the Subject Matter that is disclosed ("Bosch"), or (or its Affiliates as defined in Section 17), or their agents (where applicable, collectively referred to as the "Bosch"), directly or indirectly, in writing, orally or by inspection of premises or tangible objects to the other party (or its Affiliates) (the "Recipient") that is: (i) marked confidential or proprietary, or (ii) given the nature of the information or the circumstances surrounding its disclosure, reasonably should be deemed confidential. Confidential Information includes, but is not limited to documents, data, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, software, prototypes, samples, methodologies, formulations, trade secrets, patent applications, know-how, experimental results, specifications, and other business information. Confidential Information also includes any derivatives created by Recipient that include, in whole or in part, the Confidential Information of the Disclosing Party, the existence of this Agreement, its terms, and the fact that the parties entered into any discussion, in furtherance of the Purpose.
2. **RECIPIENT OBLIGATIONS/NON-USE.** Recipient shall use Confidential Information in whole or in part only in connection with the Purpose and in accordance with Section 17 below. Recipient shall use the same degree of care to avoid disclosure or use of the Confidential Information as it uses for its own confidential, proprietary and trade secret information, but in no case use less than a reasonable degree of care. Recipient agrees to limit disclosure of Confidential Information to its employees and employees of Affiliates having a specific need to know such Confidential Information for the Purpose, and in the case of Affiliates only to the extent that such Affiliates are under obligation to hold such information in confidence and is made aware of these terms and conditions. Recipient will not disclose or permit access to Confidential Information to any Third Party (as defined below) unless authorized by Bosch in writing and on condition that such persons are bound by obligations of confidentiality at least as restrictive as these terms and conditions. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other objects which embody Bosch's Confidential Information. The term "Third Party," as used herein, means a natural person or legal entity other than the parties to this Agreement.
3. **RECORDINGS OF VIRTUAL MEETINGS.** The capturing of any screen shots, images, video or audio, or the recording of any audio or video content of any meetings, calls, visits, audits, or inspections conducted via electronic means, such as

Skype, MS Teams, or any other virtual meeting platform is strictly prohibited without the express written consent of both parties. Recipient acknowledges and agree that in the event of any violation of this Section 3 by Recipient, Bosch may seek injunctive relief in accordance with Section 18 below and any other remedy permitted by law.

4. **PERSONALLY IDENTIFIABLE INFORMATION ("PII").** Other than the business associates of each party involved in discussions, neither party will disclose Personal Information (PI) or Personally Identifiable Information (PII), as those terms may be defined by applicable law, to the other party. In the event either party discovers that the other party has disclosed PI or PII during the course of discussions, the party receiving such information shall within a reasonable time notify the other party of such disclosure and shall coordinate with such party to return and/or destroy such PI or PII in a manner to be agreed by the parties. Each party assumes sole responsibility for any PI or PII disclosed.
5. **TERM.** This Agreement commences on the Effective Date and will continue for the Period for Exchange of Information as first written above ("Term"). Notwithstanding the foregoing, confidentiality obligations shall survive termination or expiration of this Agreement for a period of five (5) years, unless the Confidential Information is a trade secret, in which case the confidentiality obligations shall continue for as long as the information is a trade secret. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party, provided that early termination of this Agreement shall not relieve Recipient of its obligations hereunder with respect to Confidential Information received prior to such termination.
6. **NOTICE OF BREACH.** Recipient shall provide written notice to Bosch without undue delay upon discovery of any misuse, misappropriation or any other unauthorized use or disclosure of Confidential Information and cooperate with and aid the Bosch in mitigating and preventing the unauthorized use and disclosure and any furtherance thereof.
7. **EXCLUSIONS AND EXEMPTIONS.** Recipient shall have no obligation of confidentiality with respect to any information that:
 - i. is already known or in the possession of Recipient or its Affiliate at the time of disclosure as shown by the Recipient's and/or its Affiliates' files and records prior to the time of disclosure, other than as a result of any improper act or omission of Recipient or its Affiliate; or
 - ii. is or becomes public knowledge through no wrongful act of Recipient; or
 - iii. is rightfully acquired from others who did not obtain it under obligation of confidentiality; or
 - iv. is independently developed by or for the Recipient or its Affiliates without reference to or use of the Confidential Information, as shown by Recipient's and/or its Affiliate's files and records; or
 - v. is approved for release by written authorization from Bosch.
8. **REPRODUCTION AND RETURN OF CONFIDENTIAL INFORMATION.** The Confidential Information provided by Bosch shall not be copied or reproduced without the Bosch's prior written permission, except for such copies as may reasonably be required for the Purpose. Upon termination or expiration of this Agreement, Bosch may serve written request on Recipient for return or destruction of its Confidential Information and Recipient shall, within thirty (30) days of such request, return to Bosch (or its designees) or confirm as destroyed all Confidential Information, in whatever form, including written or electronically recorded information and all copies thereof, provided that Recipient shall be entitled to retain one copy of the Confidential Information with its legal counsel or other appropriate corporate representative to evidence the exchange of information hereunder and in connection with legal or statutory requirements. Notwithstanding the foregoing, Recipient will not be required to return or destroy Confidential Information that has been stored pursuant to Recipient's automatic archiving and back-up procedures, provided such backup and archival copies are not accessed to recover Bosch's Confidential Information. All such retained copies shall remain subject to the use and disclosure restrictions in this Agreement for so long as such copies are retained.
9. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** All Confidential Information disclosed hereunder is and shall remain the sole property of Bosch or its licensors, as the case may be. Neither the execution of this Agreement nor the disclosure of any Confidential Information shall be construed as granting, whether expressly or by implication, estoppel or otherwise, any license or right to the Confidential Information or any intellectual property rights therein.
10. **DISCLOSURES REQUIRED BY LAW.** If Recipient is requested, ordered or required by a regulatory agency or any other government authority or a court to disclose any Confidential Information, Recipient shall, unless prohibited by law from doing so, promptly notify Bosch of such request, order or requirement so Bosch may have the opportunity, at its sole cost and expense, to contest the disclosure, including seeking a protective order or other remedy, or waive Recipient's compliance with this Agreement. In the event Bosch is unable to timely obtain a protective order or other remedy or fails to timely waive Recipient's compliance with this Agreement, Recipient may disclose only that portion of the Confidential Information which, in the opinion of its counsel, is legally required to be disclosed and use reasonable efforts to obtain assurance that confidential treatment will be accorded to such disclosed Confidential Information, all without liability hereunder.

11. **EXPORT LAWS.** Neither party shall export, directly or indirectly, any of the Confidential Information to any country, person or entity which the US Government, at the time of export, requires an export license or other governmental approval without first obtaining such license or approval. The disclosing party is responsible to advise the other party, in writing and in advance of any disclosure, if any Confidential Information is export controlled and the appropriate US Export Control Classification Number (ECCN) (other than designated as EAR99). The receiving party shall first obtain the written consent of other party prior to submitting any request for authority to export such Confidential Information. If the Confidential Information is export controlled, the Disclosing Party shall conspicuously mark the Confidential Information to state that it is export controlled and include the appropriate designated ECCN. For the purposes of this Agreement, export occurs when Confidential Information is transferred from one country to another by any means, including but not limited to physical shipments, FTP file transfers, e-mails, faxes, oral transfers or remote server access and an export may also occur when Confidential Information is transferred to or accessed by a person who is neither a citizen nor permanent resident of the country in which such transfer or access is taking place.
12. **NO WARRANTY.** All Confidential Information provided under this Agreement is provided "AS IS" and specifically excludes any warranty, whether express or implied, including without limitation, any implied warranty of merchantability, non-infringement, fitness for a particular purpose, completeness, sufficiency, performance, or accuracy. Bosch is not liable under this Agreement for any damages in connection with, related to, or arising out of the use of its Confidential Information.
13. **NO OBLIGATION.** This Agreement shall not be construed in any manner to be an obligation to enter into a further substantive contract or to disclose any particular Confidential Information.
14. **INDEPENDENT DEVELOPMENTS.** Bosch understands that Recipient may develop or have developed information internally or receive or have received information from other parties that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation that Recipient has not or will not independently develop products that compete with the products or systems contemplated by the Confidential Information, provided that it does so without breaching the terms of this Agreement.
15. **RELATIONSHIP.** Each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.
16. **NO WAIVER.** Neither party waives any rights in invention or development lawfully possessed by it at the time this Agreement was entered into, nor does this Agreement imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws. Failure to exercise any rights under this Agreement shall not be construed as a waiver of such rights. All waivers shall be in writing and signed by the party against whom such waiver is claimed.
17. **INUREMENT.** This Agreement shall inure to the benefit of Bosch hereto and their respective "Affiliates", successors, assigns and legal representatives. The Recipient agrees that each party and its Affiliates may receive Confidential Information from and/or disclose Confidential Information to the other party and the other party's Affiliates in furtherance of the Purpose, and that all such Confidential Information shall be governed by this Agreement. Recipient shall be fully responsible to Bosch for any breach of this Agreement by the Recipient's Affiliates. "Affiliate", as used herein, means an entity that directly or indirectly controls, is controlled by or is under common control with a party to this Agreement; and as used in this Section "control", "controls" or "controlled" means: (i) more than fifty percent (50%) ownership or beneficial interest of income or capital of such entity; (ii) ownership of more than fifty percent (50%) of the voting power or voting equity; or (iii) the ability to otherwise direct or share management policies of such entity.
18. **INJUNCTIVE RELIEF.** Recipient agrees that any use of Confidential Information in violation of this Agreement may cause the Bosch irreparable harm leaving it with no adequate remedy at law, and Bosch shall be entitled to seek injunctive relief pursuant to the provisions of Section 20.
19. **NO ASSIGNMENT.** Recipient may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Bosch, which will not be unreasonably withheld or delayed. Any assignment or delegation in breach of this section will be null and void.
20. **CHOICE OF LAW AND DISPUTE RESOLUTION.** This Agreement is governed and construed in accordance with the laws of the State of Michigan, without regard to principles of conflict or choice of laws. Any and all disputes, controversies, differences, or claims arising out of or relating to this Agreement (including the formation, existence, validity, interpretation (including of this arbitration clause), breach or termination thereof) shall be resolved exclusively through binding arbitration, except that either party shall have the right to seek interim injunctive relief at any time, under seal to maintain confidentiality to the extent permitted by law, solely in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, to which the parties consent to jurisdiction. A request by a party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.

The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as amended from time to time, except as modified by this clause or by mutual agreement of the parties and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, the parties shall endeavor to mutually select one person to act as arbitrator; if the parties are unable to

agree, the arbitrator shall be selected by the AAA pursuant to the Commercial Arbitration Rules. The arbitration shall be conducted in Oakland County, Michigan, USA, and the language of the arbitration shall be English. The arbitrator's award shall be final and binding. The arbitrator shall issue a written opinion setting forth the basis for the arbitrator's decision. The written opinion may be issued separately from the award, in the arbitrator's discretion. Each party shall bear its own attorney fees and costs, and each party shall bear one half the cost of the AAA and the arbitrator, unless the arbitrator finds a claim(s) or defense(s) to have been frivolous or harassing, in which case fees and costs for such claim(s)/defense(s) may be assessed in the arbitrator's discretion. The parties agree that a primary purpose of this arbitration agreement is to increase efficiency and reduce expense in resolving disputes. Accordingly, in setting the discovery permitted and timeframe for the arbitration, the arbitrator shall give significant weight to the foregoing purpose. Discovery shall not be permitted that is disproportionate to the reasonable value of the dispute.

Either party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrator shall have no authority to award punitive damages, or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a party, its counsel, nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

21. **SURVIVAL.** Sections 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 14, 17, 18, 19, 20, 21, 22, 23 and any sections (or parts thereof) which, by their nature, are intended to survive termination shall survive termination of this Agreement.
22. **SEVERABILITY.** If a court finds any provision of this Agreement or any right or obligation invalid or unenforceable, this Agreement shall be immediately deemed amended to: (i) include a provision that reflects the intent of the parties, or if not possible, (ii) to exclude such provision and the parties shall negotiate in good faith a substitute provision that reflects the parties' intent at the time this Agreement was entered into.
23. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties regarding the Confidential Information and supersedes all other communications, reports or understandings between the parties in respect thereto. No change to or addition of any provision shall be binding unless it is in writing and signed by an authorized representative of each party.
24. **NOTICES.** All notices made under this Agreement shall be in writing and shall be deemed to have been delivered (a) on the date when personally delivered, (b) three days after the date mailed, postage prepaid by certified mail, return receipt requested, (c) when sent by electronic mail and confirmed, or (d) on the next business day when sent by a nationally recognized overnight courier with proof of delivery, all to the addresses set forth below, or such other address as a party may provide from time to time in accordance with this provision.

If to Bosch	With a copy to:
	Robert Bosch LLC
Attn. Address	Attn. Legal Department 38000 Hills Tech Drive Farmington Hills, MI 48331

If to Company	With a copy to:
Attn. Address	Attn. Address

25. **HEADINGS.** Headings in this Agreement are for reference only and shall not affect the meaning of the provisions.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the date first written above.

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____