



Wording to be included in Tooling Orders:

1. Confidentiality Obligation

The Contractual Partner undertakes to handle confidentially all technical, commercial, operative and other information of Nemak and know-how of Nemak, in particular all information whether tangible or intangible, electronic or in other form, in particular samples, plans, drawings, documentations and other documents, including information relating to prices and relationships with Nemak (hereinafter "Confidential Information") in accordance with this agreement and not to give third parties access thereto in any way whatsoever, unless Nemak has consented thereto beforehand in writing. Confidential Information of this type shall be deemed to be confidential even if not specifically designated as such.

2. Use of Confidential Information

The Contractual Partner is not entitled to use Confidential Information for purposes other than set out in the Preamble. The Contractual Partner shall ensure that companies affiliated with the Contractual Partner within the meaning of §§ 15 et subseq. German Stock Corporation Act (AktG) shall equally comply with this obligation.

3. Non-compete clause

The Contractual Partner shall provide service and/or sell the goods supplied to Nemak and similar goods directly or indirectly only to Nemak or companies affiliated with Nemak within the meaning of §§ 15 et subseq. German Stock Corporation Act (AktG) and shall not sell or otherwise make available the service and/or goods supplied to Nemak or similar service and/or goods to other companies or persons. The Contractual Partner shall ensure that companies affiliated with the Contractual Partner within the meaning of §§ 15 et subseq. German Stock Corporation Act (AktG) shall equally comply with this obligation.

4. Contractual Penalty

The Contractual Partner shall pay to Nemak a reasonable contractual penalty for each breach of an obligation under this Agreement, unless the Contractual Partner was not at fault regarding the breach. This contractual penalty shall be determined reasonably by Nemak, taking into account the particular circumstances of the respective case. The Contractual Partner may have the reasonableness of the contractual penalty reviewed by the court which has jurisdiction. This shall have no effect on any claims or rights which Nemak may have over and above this. The contractual penalty shall be set off against any damages awarded.