FRAME NON-DISCLOSURE AGREEMENT

by and between

Robert Bosch Gmbh
Robert-Bosch-Platz 1, 70836 Gerlingen, Germany

- hereinafter referred to as "**BOSCH**" -

And

MA Formation
17 rue du cloître
91610 Ballancourt sur Essonne

- hereinafter referred to as "**SUPPLIER**" -

- BOSCH and SUPPLIER hereinafter individually referred to as "**the Party**" and jointly "**the Parties**" -

PREAMBLE

The Parties are in continuous business relations with one another and wish to exchange Confidential Information on a regular basis on specific projects.

Each specific project, the purpose thereof and the specific project periods are defined in a project agreement (hereinafter referred to as "**Individual Confidentiality Agreement**" or "**ICA**") that is agreed between the Parties separately on a project basis. Once it has been agreed, the ICA shall form an integral part of this Frame Non-Disclosure Agreement (hereinafter referred to as "**Agreement**").

This Agreement sets out the underlying conditions for dealing with such Confidential Information between the Parties and their respective Affiliates and governs the terms of contract in connection with the provision of Confidential Information that one Party (or any of its Affiliates, the term "Affiliate" as defined below) makes available for use to the other Party or any of that Party's Affiliates).

1. DEFINITIONS

"Affiliate" as used in this Agreement means any legal entity which is controlled by a Party or which controls a Party or which is under common control with a Party.

Control exists if, during the term of this Agreement, at least 50% (fifty percent) of the equity interests or voting shares are held in a business organization or in the event of the management and policies of a business organization being controlled directly or indirectly through equity ownership, contract or by other means. Any such company shall be deemed to be an "Affiliate" of such Party only as long as these preconditions apply.

"Confidential Information" as used in this Agreement means any and all information that can be communicated, for example data, drawings, 3D models, drafts, sketches, plans, descriptions, specifications, measurement and test results, testing methods, calculations, experience, processes, molds, installations, tools, patent applications not yet published, know-how, commercial documents, marketing strategies, purchasing addresses, cooperation partners, names of customers, hardware and software configurations, access passwords or software, regardless of its physical form or characteristics disclosed in connection with the contractual purpose, regardless of whether it is marked as "confidential" or not, and which constitutes trade secrets because (1) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question, (2) it has commercial value because it is secret and (3) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

"Third Party" means any natural or legal person (entity) other than the Parties or an Affiliate of one of the Parties as defined in this Agreement.

2. CONFIDENTIALITY

2.1 The receiving Party shall keep the Confidential Information received from the disclosing Party confidential and without the consent of the disclosing Party it shall not use it or disclose it directly or indirectly, orally, in writing or in any other way beyond the contractual purpose. To keep the Confidential Information confidential, the receiving Party shall undertake reasonable steps under the circumstances to keep it secret. Such steps shall not be less than a customary and reasonable degree of care. The receiving Party shall limit disclosure of Confidential Information to its employees who, in order to perform the contractual purpose, need to know the Confidential Information, that also includes dealing with it within BOSCH and its Affiliates for purposes of cost transparency to optimize BOSCH products (hereinafter referred to as "**Process Optimization**"), and who, for their part, are under a corresponding obligation to hold such Confidential Information in confidence. Either Party shall be liable for any breach of this Agreement by any of its Affiliates and/ or of any ICA entered into hereunder by itself or by any of its Affiliates.

2.2 Disclosure of Confidential Information by a Party to its Affiliates, by an Affiliate of a Party to another Party, by a Party to an Affiliate of another Party, or among Affiliates of the Parties, is also covered by this Agreement, provided that the conditions named in subsections (1) to (3) of section 2.5 are met.

2.3 BOSCH has the right to disclose Confidential Information received from SUPPLIER to customers or prospective customers of BOSCH (hereinafter referred to as "**Customer**") and to other business partners such as, for example, development service providers (for example the disclosure of Confidential Information for the purpose of Process Optimization or to pass on samples for evaluating products), provided that the conditions set out in subsections (1) to (3) of section 2.5 have been complied with.

2.4 The disclosure of Confidential Information by SUPPLIER to sub-suppliers is also covered by this Agreement, provided that (i) BOSCH agrees, (ii) the conditions set out in subsections (1) to (3) of section 2.5 have been complied with and (iii) the names and addresses of the sub-suppliers are set out in the ICA.

2.5 The precondition for the disclosure of Confidential Information pursuant to sections 2.2 to 2.4 is that those persons to whom the Confidential Information is disclosed (i.e. Affiliates and/or the

relevant business divisions / departments of Affiliates, Customers, other business partners; sub-suppliers)

(1) are not, with respect to the relevant products, in competition on the external market with that Party which disclosed the Confidential Information to its partner in a first step

(2) have been committed to confidentiality with respect to the receiving Party in accordance with this Agreement and

(3) have a need to know the Confidential Information in order to perform the contractual purpose.

2.6 Each Party shall not, without the prior written consent of the other Party/Parties, disclose to any Third Party the content of this Agreement. The consent shall not be unreasonably withheld.

2.7 The obligation of Confidentiality shall not or no longer apply to:

- Confidential Information which was already in the possession of the receiving Party without a violation of contractual or statutory confidentiality obligations before the time of disclosure,
- Confidential Information lawfully acquired from Third Parties without having been subject to an obligation of confidentiality,
- Confidential Information that has been developed autonomously by or on behalf of the receiving Party independently of any Confidential Information received under this Agreement,
- Confidential Information that is expressly approved by the disclosing Party in writing for disclosure prior to such disclosure.

In case the receiving Party claims a right of disclosure under this section, it shall have the burden of proof in establishing any of the above-mentioned exceptions.

Mandatory statutory criteria for exceptions relating to the protection of trade secrets shall remain unaffected by this Agreement.

2.8 Confidential Information which is requested or ordered to be disclosed by a governmental authority, court or during arbitral proceedings, or otherwise by mandatory law may be disclosed to such governmental authority, court or arbitrator, provided that on receipt of such request or order, the receiving Party shall notify immediately the disclosing Party without any delay of such pending disclosure so that a protective order or other appropriate remedy may be obtained. If

such a protective order is not available, the receiving Party shall disclose only that minimum portion of Confidential Information that it is legally compelled to disclose.

2.9 With respect to personal data, each Party shall comply with the statutory regulations of data protection and shall take required technical and organizational measures to protect such data, for example, but not limited to, action against unauthorized access, unauthorized modification or passing on, in particular in case of transmission of such data in a network.

3. USE AND COPIES OF CONFIDENTIAL INFORMATION

The receiving Party shall not be entitled to use the Confidential Information disclosed by the disclosing Party for any purpose other than the contractual purpose. Copies/duplicates of Confidential Information shall also be deemed to constitute Confidential Information of the disclosing Party. This restriction on use does not apply to purposes of Process Optimization.

Unless expressly permitted by statutory law (e. g. § 69e UrhG), the receiving Party does not have the right to disassemble or decompile software received or to translate it into another code form.

4. TERM

4.1 This Agreement shall enter into force on 15/02/2023. This Agreement may be terminated by either Party by giving six (6) months' notice in writing to expire at the end of a calendar year.

4.2 The obligation to keep the received Confidential Information confidential and to only use it for the contractual purpose shall end upon expiry of the period agreed in the respective ICA. The obligation of confidentiality shall survive the termination of the ICA for five (5) years after termination thereof (post-contractual term) unless the Parties agree upon a different post-contractual period in the applicable ICA.

4.3 The effectiveness of an ICA shall not be affected by termination of this Agreement. If an ICA is still in effect at the time of termination of this Agreement, the term of this Agreement shall be extended until expiration of the respective ICA.

5. RETURN OF CONFIDENTIAL INFORMATION

The receiving Party shall return to the disclosing Party all tangible copies of the Confidential Information and any and all records, notes, and other written, printed or other tangible materials of the Confidential Information obtained from the disclosing Party or - as agreed by the disclosing Party - destroy the aforementioned Confidential Information and submit a confirmation of destruction, within one month after request made by the disclosing Party; this does not apply to purposes of Process Optimization.

The disclosing Party shall be entitled to make such request up to two (2) months following the termination of this Agreement.

Notwithstanding the foregoing, the receiving Party shall be entitled to retain archival copies for the purpose of evidencing the content and the course of the discussions or insofar as is necessary to comply with statutory retention obligations. Further, the obligation to return and/or erase does not cover copies of Information received which are created during routine data backups on dedicated backup media, subject to the condition that such copies are not recovered or otherwise accessed.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION / NO LICENSE

The receiving Party agrees and acknowledges that all Confidential Information remains the sole tangible property of the disclosing Party. The receiving Party shall not apply for or obtain any rights, in particular intellectual property rights, in respect to the Confidential Information. Neither the execution of this Agreement nor the disclosure of any Confidential Information shall be construed as granting either expressly or by implication, estoppels or otherwise, any license or right.

7. WARRANTY AND LIABILITY

The Parties do not provide any mutual warranty for the correctness or completeness of the Confidential Information disclosed by them or their Affiliates. Neither Party warrants that the Confidential Information disclosed under this Agreement is free from third-party rights. In addition, no warranty whatsoever is mutually provided for the economic or technical exploitability of Confidential Information disclosed or for the use of such Confidential Information or its suitability for a specific purpose.

8. CHOICE OF LAW AND ARBITRATION

All disputes arising under or in connection with this Agreement or those that may evolve from the question of its validity shall be finally settled in accordance with the rules of arbitration of the International Chamber of Commerce (ICC) without recourse to the ordinary courts of law. The Court of Arbitration may also pass a binding decision on the validity of this arbitration agreement. The Court of Arbitration shall comprise one sole arbitrator to be nominated jointly by the Parties. German law shall apply, but excluding the conflict of law regulations. Provisions deriving from international agreements on the international sale of goods shall not be applicable. The arbitration proceedings shall be conducted in German. No discovery shall be conducted between the Parties.

The place of arbitration is Stuttgart.

9. SEVERABILITY CLAUSE

Ineffective or unenforceable provisions of this Agreement shall have no effect on the effectiveness of the remaining provisions hereof. The Parties shall replace any such provisions by effective and enforceable provisions approximating most closely the meaning and purpose of the ineffective or unenforceable provisions. If the Agreement should contain an omission, a provision shall be deemed agreed which corresponds to that which would have been agreed had the parties given thought to the matter from the outset.

10. COMPLIANCE

In the context of its business relationship with BOSCH, SUPPLIER undertakes to comply with all applicable laws, governmental regulations and statutory provisions, including but not limited to export control laws.

11. MISCELLANEOUS

None of the rights and obligations created herein shall be delegated, transferred or assigned without the prior written consent of the other Party. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement – including this Section 10 - may not be amended except in an agreement in writing and signed by all Parties.

A …., le …. A Ballancourt, le 18/09/2023

Robert Bosch Rodez	MA Formation
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Signature(s)	Signature(s)
	M.A. FORMATION 17, rue de Cloître 91610 BALLANCOURT sur ESSONNES Mobile : 06 24 30 07 61-Fax : 01 69 90 08 01 N° Siret : 484 916 994 00011 Code NAF : 8559 A www.m-a-formation.fr
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Name(s)	Name(s) Marc ALIMBAU
……..	……
Title(s)	Title(s) : Gérant

edited by: HRL, Brugel Solène, 18/09/2023