

UNILATERAL NON-DISCLOSURE AGREEMENT

BETWEEN:

PSA AUTOMOBILES S.A., a company incorporated under the laws of France, having its registered office at 2-10 Boulevard de l'Europe 78300 Poissy France, registered at the Registry of Trade and Companies of Versailles under number B 542 065 479, hereinafter referred to as "PSA",

STELLANTIS EUROPE S.p.A., a company incorporated under the laws of Italy, having its registered office at Corso Agnelli 200, 10135 Turin, ITALY, Reg. of Comp. of Turin, Fiscal Code and VAT n.: 07973780013, hereinafter referred to as "STELLANTIS EUROPE",

On one side,

AND

[NAME OF THE COMPANY], a company incorporated under the laws of **[country]**, having its registered office at **[complete address]**, registered at the Registry of Trade and Companies of **[town]** under number **[number]**,

Represented by **[first name and last name]**, acting as **[capacity]**, duly authorized for the purposes hereof,

Hereinafter referred to as the "Company",

On the other side,

For the purposes of this Agreement, PSA/Stellantis Europe and its Affiliates (as defined below) shall be referred to as "Stellantis" and Company and Stellantis/ may be individually referred to as a "Party" and collectively as the "Parties". Stellantis is the Disclosing Party and the Company is the Receiving Party (as both defined below) under this Agreement.

WHEREAS:

Stellantis designs, engineers, manufactures and sells passenger cars, light commercial vehicles, components and production systems worldwide and belongs to a group of companies subject to the control of Stellantis N.V.

Company is a company specialized in dealer training management and design.

Stellantis is willing to involve the Company into a new organization of its training activities (hereinafter referred to as the "Purpose") and for such reason may provide and disclose to the Company certain Confidential Information (as defined below).

The Parties decided to enter into the present Agreement in order to set forth the terms and conditions related to the disclosure of such Confidential Information.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

- **“Affiliate”** means any corporation or other legal entity directly or indirectly Controlling or Controlled by or under common Control with a Party, where “Control” means with respect to a Party: (i) the direct or indirect ownership of a fraction of the share capital that gives a majority of the voting rights at that company’s relevant shareholders meetings; (ii) the ownership of the majority of the voting rights in that company by virtue of an agreement entered into with other shareholders or suppliers; (iii) the effective right to determine the decisions taken at that company’s relevant shareholders meetings; or (iv) other rights to direct the management of that company
- **“Agreement”** means this Non-Disclosure Agreement.

“Confidential Information” means the terms of this Agreement, the existence of the Purpose and any information which is necessary to explore the Purpose within the limits of the all applicable competition laws, which may relate to technical, manufacturing, business, financial, operational, administrative, cost or economic information, data, documents, designs, any information and data, whether protected or not, likely to be protected or not by an intellectual property right, materials, product samples, prototype parts, know-how and information about operations, processes, computer programs, software source code, systems, methodology, tool design, process, techniques, suppliers or personnel, pertaining to Stellantis and disclosed by Stellantis by means of its directors, officers, employees, representatives (including, without limitation, financial advisors attorneys and accountants) or agents (collectively, **“Representatives”**) to the the Company, whether orally or in writing or in pictorial form, magnetic diskette, flash memory storage drive, CD, DVD, through an electronic data room or in any other form whatsoever (whether in electronic or non-electronic form), in connection with the Purpose, together with any analysis, copy, compilation, forecast, study, memoranda, notes or other writing prepared by the Receiving Party which contains or otherwise reflects or is based on the above. Confidential Information expressly includes, but is not limited to, any information related to data like customer information, vehicle / parts configuration and identification numbers or sales codes, customer / vehicle behavioral data (speed, torque, acceleration), vehicle data generated by vehicle components and its collection density, frequency and latency, users access and privacy consents, systems specification including, but not limited to, custom-layers specifications, their configuration, performance and / or capacity, service delivery platform routers specifications including their configuration, performance and /or capacity information, services purchased by customers including sales codes description and prices if applicable, customer and vehicle dynamic range mapping including all variables collected or calculated to define fuel, hybrid or electric vehicle ranges including, but not limited to, global positioning systems related information collected at each time of the day and associate to position of the vehicle or behaviour of vehicle or customer (driving style). Confidential Information also includes any of the foregoing types of information, documents or materials that are disclosed by or on behalf of Stellantis’s Representative.

Confidential Information will not include any information of the Disclosing Party that the Receiving Party can show:

- was rightfully in the possession of the Receiving Party at the time of its disclosure to the Receiving Party;

- was in the public domain or generally known in the trade or business practiced by either of the Parties at the time of disclosure or became known in the public domain or the trade or business after the time of disclosure without breach of the Receiving Party;
 - is independently developed by the Receiving Party without any reliance on the Confidential Information; or
 - is rightfully received from a third party who is not under an obligation to the Disclosing Party to treat the information confidentially;
- **“Disclosing Party”** means Stellantis and in its Representatives.
 - **“Receiving Party”** means the Company.

ARTICLE 2 – PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to set forth the conditions under which Stellantis may disclose Confidential Information within the frame of the Purpose during the Term. These provisions shall apply whether the Purpose is later on developed and/or industrialized and/or pursued or not.

ARTICLE 3 – OBLIGATIONS OF THE PARTIES

3.1 Use of the Confidential Information

- 3.1.1 The Receiving Party commits to keep Confidential Information as strictly confidential, even though the Disclosing Party did not expressly mention their confidential nature and, in this context, commits:
- a) to use the Confidential Information strictly limited for the sole needs of the Purpose and acknowledges that the Confidential Information shall remain in any case the property of the Disclosing Party,
 - b) not to make/realize or have made/realized any copy, on the occasion of its visits or contacts in the premises of the Disclosing Party, in any form or media whatsoever such as photos, films or visual or sound or magnetic recordings on aids or media, including mobile phone and personal digital assistant picture functions, concerning in whole or in part a vehicle, a plan, a laboratory, a test bench, an installation or an equipment of the Disclosing Party, without the prior written approval of the latter,
 - c) not to disclose or let disclose to any third party, free of charge or for a consideration and under any form, any Confidential Information received under this Agreement, besides the existence of the Agreement itself.
- 3.1.2 The Receiving Party shall not disclose any such Confidential Information to any other person other than its directors, officers, employees who have a direct need to know such Confidential Information strictly for the Purpose and who have been informed of the confidential nature of the Confidential Information and on the fact that they are bound by this Agreement. The Receiving Party shall in any case be liable for any failure related

to this Agreement if such failure is a consequence of the act or omission of its directors, officers' employees who received the Confidential Information.

- 3.1.3 The Receiving Party agrees that it shall not use any part of the Confidential Information supplied by the Disclosing Party for its own or third parties' purposes, but only for development of the Purpose, and that it shall not file for any intellectual right protection for the Information received by the Disclosing Party.

3.2 Protection of the Information

Receiving Party shall take all necessary measures in order to protect the Confidential Information from disclosure and to apply the same degree of care and use the same efforts as it uses with respect to its own Confidential Information of a similar nature from disclosure, in accordance with the secrecy level of such Confidential Information.

3.3 Return of the Information

As soon as possible after receipt of a written request from the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information received and, in its possession, custody or control, including all copies, summaries or extracts, and provide the Disclosing Party with written acknowledgement that all such Confidential Information has been returned or destroyed.

This shall not apply to routine backup copies of the electronic data communication and Confidential Information the Receiving Party is obliged to store due to applicable law, provided that such copies shall be subject to confidentiality obligations according to the terms and conditions set forth herein until returned and/or destroyed.

3.4 No Warranties/Damages Disclaimer

All Confidential Information is provided by the Disclosing Party to the Receiving Party on an "as is," "where is" basis. The Receiving Party assumes all risk of using the Confidential Information of the Disclosing Party. The Disclosing Party makes no representations or warranties of any kind respecting its Confidential Information, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Confidential Information is not warranted to be error or virus free. The Disclosing Party is not liable for any damages in connection with, related to, or arising out of the use of its Confidential Information by the Receiving Party.

3.5 Value of the Information

The Receiving Party acknowledges that unauthorized use or disclosure of the Disclosing Party's Confidential Information may cause irreparable injury not readily measurable in monetary damages. In the event of unauthorized use or disclosure by the Receiving Party of the Disclosing Party's Confidential Information, the Disclosing Party will be entitled to seek, without waiving any other rights, recourses or remedies to which it may be entitled, in law or equity, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

All Confidential Information of the Disclosing Party (and all intellectual property rights therein) disclosed to the Receiving Party under this Agreement will remain the property of the Disclosing Party. No license or other rights to any Confidential Information of the Disclosing Party is granted to the Receiving Party other than to use it for the Purpose. No license to the Receiving Party is granted, directly or indirectly, under any patent, copyright, or rights in other forms of intellectual property now held by, or which may be obtained by, or which is or may be licensable by the Disclosing Party.

Consequently, the Receiving Party hereby understand and agrees that it is not allowed to sell, license or otherwise exploit any parts, products, services documents or information that embody in whole or in part any Confidential Information owned by the Disclosing Party.

ARTICLE 5 – COMING INTO FORCE AND TERM OF THE AGREEMENT

This Agreement is effective as of the later of the dated signatures below (the “**Effective Date**”) and will expire 1 (one) year after (the “**Expiration Date**”), unless terminated sooner by Stellantis upon thirty (30) days written notice. The obligations of the Agreement herein shall apply from the Effective Date and shall remain valid during five (5) years after the Expiration Date, even in case of early expiration or termination of the Purpose or of the Agreement.

ARTICLE 6 – APPLICABLE LAW – DISPUTES

6.1 Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of France for PSA and Italy for Stellantis Europe, without regard to conflict of law provisions.

6.2 Disputes

Any disputes arising under this Agreement shall first be submitted to the respective authorized management representatives of the Parties for discussion in good faith and amicable resolution. In the event the Parties cannot resolve such dispute in an amicable basis, the matter shall be devolved to the exclusive Jurisdiction of Court of Paris for PSA and Turin for Stellantis Europe.

ARTICLE 7 - MISCELLANEOUS

7.1 Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior communications, negotiations,

understandings and agreements between the Parties, whether express or implied, either written or oral, with respect to the subject matter herein. This Agreement may only be amended by a writing executed by both Parties.

7.2 Assignment

Except as provided below, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other Party; such consent shall not be unreasonably withheld, delayed or conditioned.

7.3 No agency or promise of future commitment – No exclusivity

The Parties agree that nothing in the Agreement shall be considered in any circumstances as a commitment for disclosing any Confidential Information to the Receiving Party.

Nothing in this Agreement is intended to, or shall create any agency, partnership or exclusive relationship between the Parties. Subject to the Parties' obligations specified herein. Therefore, nothing in this Agreement shall be construed as any representation or commitment that either Party will engage the services of the other for any future arrangement. No Party shall be under any obligation to enter into any further agreements with the other Party as a result of providing the Confidential Information contemplated hereby. This Agreement does not constitute a preliminary agreement.

The execution of the present Agreement shall not constitute a commitment by the Disclosing Party for not communicating to other third parties the same Confidential Information as those disclosed to the Receiving Party.

7.4 Antitrust laws

The Parties hereby acknowledge that the exchange of certain Confidential Information, such as commercially sensitive information, may in certain circumstances constitute a violation of European Union competition laws and antitrust national laws. Accordingly, the Parties agree to ensure that each of their representatives that may be in contact with the other Party for purposes of this Agreement, will act in compliance with competition laws in connection with the exchange of any Confidential Information under this Agreement.

7.5 Export Control

The Parties are obliged to comply with all applicable export control laws and regulations of the European Union, United States of America and other applicable export control and sanction laws and regulations ("Export Control Laws"). The Receiving Party agrees that it will treat the confidential information to which it has access in a manner that is consistent with the applicable Export Control Laws and will institute any procedures that may be required or appropriate to ensure compliance. If any information intended to be disclosed to the Receiving Party is controlled for export, the Disclosing Party will notify the Receiving Party prior to such disclosure. In order to comply with these Export Control Laws, the Parties are required to provide the appropriate Export Control

Classification Number (ECCN), or other country's export classification for any software, hardware or services included in this Agreement.

7.5 No waiver - Severability

A Party's failure to enforce at any time any of the provisions of this Agreement or any right that may arise because of a breach of this Agreement will not be construed as a waiver of any right of that Party, does not affect the validity of this Agreement or any part thereof, and does not prejudice that Party in regard to any subsequent action. Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was not a part of the Agreement.

7.6 Notices.

Any notice or other communication given pursuant to this Agreement shall be in writing and by means of registered mail or express courier or facsimile, all with delivery receipt or confirmation of delivery, provided they are sent or delivered at the respective address set below. The Parties undertake those day-by-day activities (as the exchange of Confidential Information, or the exchange of executed copies of this Agreement) may also be communicated via e-Mail.

The respective addresses are the following:

For Company: [To be completed with reference person]

For Stellantis: Benoit Presle, Stellantis Europe SpA, 2 à 10 Boulevard de l'Europe
POISSY 78 - yvelines 78300

7.7 Expenses.

Each Party will bear any costs or expenses in which incurs in connection with this Agreement.


8 – SIGNATURE - EXECUTION

The Parties will execute the Agreement exclusively by means of secured electronic signature proceedings, in accordance with current regulations, intended to authenticate the identities of the signatories and to guarantee the integrity of the Agreement in an electronic format. The electronic signature expresses their consent for this Agreement to be legally binding to the Parties and to constitute proof in an equally valid manner as a paper document bearing a handwritten signature.

This Agreement may be executed individually in multiple counterparts, in English language, each of which will be deemed an original, but all of which will constitute one and the same agreement.

[Signatures Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in the manner legally binding upon them.

For PSA/Stellantis Europe:  By Stellantis Europe SpA Name: Benoit Presle Title: RETAIL, METHODS & TRAINING MANAGER Date: 31/05/2024	For Company: By Name: Title: Date:
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