CONFIDENTIALITY AGREEMENT (B2B)

ZD Robotics – China Insights Tour 2027

Version 1.0 | As of: 19-Nov-2026 | Convenience translation – only the German version is binding

between

ZD Automotive GmbH, acting under the brand “ZD Robotics”, Junkers-Ring 15, 85098 Großmehring, Germany, registered with the commercial register of Ingolstadt Local Court under HRB 10214, represented by Managing Director Thomas Lieberer – hereinafter “ZD” –

and

exclusively the company designated in the electronic registration process – hereinafter “Participating Company” –

together also the “Parties” and individually a “Party”.

§ 1 Contracting Parties and Purpose

(1) ZD is organizing, from 22 February 2027 through 26 February 2027, an information and business tour to robotics manufacturers in Shanghai, Kunshan, Suzhou and Hangzhou, China (the “Tour”). Information holders for purposes of this Agreement may include, in particular, the hosts visited, ZD or other Participating Companies.

(2) This Agreement serves to protect non-public information made accessible to the Participating Company in connection with the Tour and solely for the purpose of assessing a possible cooperation between the Participating Company and the respective information holder.

(3) The traveler identified by name in the registration process is not a party to this Agreement and is not personally liable for payment. That person does not make any personal statement of knowledge in this document. Before any access to information, the Participating Company shall bind the traveler and all employees, officers, advisers and other representatives engaged by it in text form to obligations at least equivalent to those under this Agreement and shall be liable for their conduct and breaches as for its own conduct and breaches.

(4) This Agreement creates neither an acquisition right nor a license, a right of use beyond the agreed purpose, a distribution or import partnership, exclusivity, authority to act as an agent, nor an obligation to enter into any further agreement. No Party is required by this Agreement to commence or continue a cooperation.

§ 2 Confidential Information

(1) “Confidential Information” means all non-public information that becomes known to the Participating Company, directly or indirectly, in connection with the Tour, regardless of whether it is communicated or perceived orally, in writing, electronically, visually, through a demonstration, inspection or tour, or in any other manner. This also includes information arising from the combination of several individual items of information or from observations made on site.

(2) Confidential Information includes, in particular, products, prototypes, samples, facilities and production environments, technical data, drawings, designs, specifications, software, source code and object code, interfaces, manufacturing and testing methods, processes, quality data, research and development projects, prices, terms and conditions, customers and suppliers, business and marketing plans, roadmaps, presentations, visitor materials and Tour documents, and business models. It further includes the names, companies, areas of interest, use cases, projects and plans of other Participating Companies, as well as information about which person or company has shown interest in which content.

(3) No designation as “confidential” is required. Information is deemed confidential in particular if its confidentiality is apparent from the circumstances of the communication, its nature or the legitimate expectations of the information holder. In case of doubt, information shall be treated as confidential unless the Participating Company proves otherwise under paragraph (4).

(4) Information is not Confidential Information only to the extent that the Participating Company proves that, at the time of access, it was lawfully known to it previously, is or becomes publicly known without violation of this Agreement or any other confidentiality obligation, was lawfully obtained from a third party entitled to disclose it and not subject to a confidentiality obligation, or was independently developed without use of Confidential Information. The proof shall be provided through suitable documentation created or maintained without undue delay.

(5) If the Participating Company must disclose Confidential Information on the basis of mandatory statutory provisions, an enforceable order of a public authority or a court decision, it shall inform the information holder in advance through ZD without undue delay, to the extent legally permissible. It shall limit the disclosure to the scope mandatorily required and seek reasonable protective measures, in particular confidential treatment.

§ 3 Confidentiality, Purpose Limitation and Safeguards

(1) The Participating Company shall treat Confidential Information as strictly confidential, protect it with at least the care it applies to its own information of equivalent importance, and use it solely to assess a possible cooperation with the respective information holder within the meaning of § 1(2).

(2) Access to Confidential Information may be granted only to such employees, officers, advisers and other representatives of the Participating Company who strictly need access for the purpose of this Agreement ("Need-to-know"). Before access, those persons must have been bound in text form to confidentiality, purpose-limitation and protection obligations at least equivalent to those under this Agreement. The Participating Company shall ensure that those obligations are documented in an enforceable manner.

(3) The Participating Company shall implement appropriate technical and organizational measures against unauthorized access, loss, alteration, copying, disclosure or other impermissible processing. Copies, extracts, notes and other reproductions are permitted only to the extent strictly necessary for the agreed purpose; they are subject to the same protection obligations as the original.

(4) Disclosure to other third parties, publication, exploitation for the Participating Company's own or third-party purposes outside the agreed purpose, and use for developing competing products or services are prohibited.

§ 4 Reverse Engineering and Artificial Intelligence

(1) The Participating Company may not, itself or through third parties, examine, reverse engineer, disassemble, test, analyze, decompile, decrypt or otherwise technically evaluate non-public products, prototypes, samples, software or documents made accessible to it in connection with the Tour beyond the viewing and demonstration provided for in the programme. Participation in demonstrations and operation guided by the host are permitted.

(2) The acts described in paragraph (1) are permitted only if ZD or the respective host has previously released them expressly in text form. Mandatory statutory rights remain unaffected to the extent they cannot validly be waived.

(3) Confidential Information may not be entered into, uploaded to, used as a prompt or training material for, or evaluated by public AI systems or AI systems not approved by the respective information holder, in particular generative AI services. An exception is permitted only with the prior express approval of the respective information holder in text form.

§ 5 Security Incidents and Duty of Immediate Notification

The Participating Company shall notify ZD without undue delay of every actual or threatened security incident and every loss, unauthorized access, unauthorized disclosure or accidental disclosure of Confidential Information. It shall support ZD and the respective information holder in investigating, containing and remedying the incident and shall immediately take all reasonable measures to mitigate the damage.

§ 6 Visitor, Media and Recording Rules

(1) Host-specific confidentiality agreements, visitor rules, security instructions and other on-site orders shall apply in addition to this Agreement if and to the extent they are made accessible to the Participating Company before or upon access. In the event of conflicts, they shall prevail for the respective host and the respective access, unless they violate mandatory law.

(2) ZD is entitled to prohibit participation in individual program items or access to premises if the Participating Company or a person appearing on its behalf refuses the consent required for host-specific rules or does not ensure compliance with them.

(3) Photographs, films, audio recordings and other recordings, as well as scans, measurements, data collection or comparable records at a host are permitted only after the respective host has given prior express approval on site. The approval may be limited to specific areas, periods, devices or purposes. The host and ZD are under no obligation to permit recordings, scans or other data collection.

(4) The Participating Company may use recordings or content derived from them only within the scope of the approval. Publications or disclosures may not contain Confidential Information or personal data of third parties. Any approval granted does not affect other confidentiality, data protection or security requirements.

§ 7 Rights of Information Holders and Contract for the Benefit of Third Parties

(1) Hosts and other Participating Companies whose Confidential Information is affected shall, with respect to the obligations under §§ 2–6, 8 and 12 of this Agreement, have a direct right to demand the respective performance, omission, return, deletion or other performance from the Participating Company. To this extent, this Agreement is concluded as a contract for the benefit of third parties pursuant to § 328 of the German Civil Code (BGB).

(2) The third-party beneficiary right includes, in particular, confidentiality, purpose limitation, restriction of the recipient group, the prohibition of reverse engineering, the

visitor and recording rules, the duties in the event of security incidents, and return, destruction, deletion and omission. It does not extend to the non-circumvention protection under § 9.

(3) ZD is entitled, in addition, to assert the rights under paragraph (1) itself to the extent ZD's own rights are affected or this is necessary to safeguard the legitimate interests of the respective information holder. The rights of the respective information holder remain unaffected.

§ 8 Return, Destruction and Deletion

(1) Upon a substantiated request by ZD or the respective entitled information holder, the Participating Company shall, within ten business days, return all Confidential Information, including copies, extracts, notes and other reproductions, or destroy or delete them at the information holder's election. If return, destruction or deletion cannot be completed in full for technical or organizational reasons, the Participating Company shall block access and cease any further use.

(2) The Participating Company shall confirm to ZD or the entitled information holder in text form within the same period that the request has been fully implemented. The confirmation may relate to the information holdings actually affected and need not disclose content that is not required for this purpose.

(3) Statutory retention obligations remain unaffected. The same applies to immutable automatic backup copies where their deletion is not technically possible with reasonable effort. Such information may remain accessible only for the retention or recovery purpose, shall be blocked from ordinary access and shall remain subject to the obligations under this Agreement until finally deleted.

§ 9 Narrowly Limited Non-Circumvention Protection

(1) For 24 months after the end of the Tour, the Participating Company may not, by circumventing ZD, initiate, broker or conduct a business relationship with a host whom the Participating Company first became acquainted with through the Tour, if and to the extent all of the following requirements are cumulatively met:

(a) The specific business relationship concerns the distribution, import or service of products of that host in Europe.

(b) ZD is demonstrably acting as the distribution, import or service partner for that specific business relationship.

(c) ZD has previously offered the Participating Company that specific role in text form, or the specific business relationship is initiated, brokered or conducted by circumventing ZD’s demonstrable role.

(2) “Europe” for purposes of this Agreement means the member states of the European Union as well as the United Kingdom, Switzerland, Norway and Iceland.

(3) The non-circumvention protection does not apply to the acquisition of products for the Participating Company’s own business use. It also does not apply to demonstrably pre-existing contacts or business opportunities obtained independently of the Tour. No general restriction of direct business relationships with hosts or other Participating Companies is agreed.

(4) The Participating Company shall disclose pre-existing contacts only upon a substantiated request by ZD in text form and only to the extent necessary to assess the exception under paragraph (3). Trade secrets and other unnecessary personal or business information shall not be disclosed.

§ 10 ZD’s Duties and Protection of Information from the Participating Company

(1) ZD shall treat confidential information of the Participating Company from the enquiry, a questionnaire and discussions in accordance with the principles of this Agreement. ZD shall use that information solely for selecting, preparing, conducting and following up on the Tour and for assessing a possible cooperation.

(2) ZD may disclose information of the Participating Company to hosts and other Participating Companies only to the extent necessary for conducting the Tour and proportionate in the specific circumstances. ZD shall take into account the confidentiality interests communicated by the Participating Company. This provision does not replace a privacy notice or any other information required under data protection law.

§ 11 Term and Survival

(1) This Agreement enters into force upon electronic acceptance pursuant to § 13.

(2) The obligations of confidentiality, purpose limitation, reverse engineering, media and recordings, and security shall continue for three years after the end of the Tour. For information constituting trade secrets within the meaning of § 2 no. 1 of the German Act on the Protection of Trade Secrets (GeschGehG), the corresponding obligations shall continue for as long as statutory trade-secret protection exists.

(3) The non-circumvention protection is governed exclusively by § 9 and ends 24 months after the end of the Tour.

(4) If the Participating Company’s participation is not confirmed or the Participating Company cancels its participation, the obligations continue to apply to Confidential Information already received. In that case, the end of the Tour shall be the originally scheduled 26 February 2027, unless the Parties agree on another date in text form.

§ 12 Liability and Further Claims

(1) Statutory liability shall apply to culpable breaches of this Agreement. The Participating Company shall also be liable for culpable breaches by persons engaged or permitted under § 1(3), to the extent they act within its area of responsibility.

(2) Further claims, in particular for injunctive relief, remediation, information, surrender, destruction, deletion and damages, remain unaffected to the extent they are available by law or under this Agreement. Mandatory statutory rights of the respective information holder also remain unaffected.

§ 13 Electronic Contract Conclusion and Contract Documentation

(1) The Agreement is concluded as soon as a person authorized to represent the Participating Company or validly empowered to do so actively clicks the designated checkbox in the electronic enquiry process and submits the enquiry. ZD shall make the applicable version of this Agreement available for access and download before acceptance.

(2) When accepting the offer of a place for the specifically designated traveler, the Participating Company shall actively reconfirm the Agreement by checkbox. This confirmation relates to the version applicable at the time of confirmation and previously made available for access and download and does not affect the conclusion of the Agreement under paragraph (1).

(3) ZD shall transmit the accepted version to the Participating Company together with the participation or booking confirmation on a durable medium. Transmission may be made, in particular, as a PDF file by email or through a download protected against subsequent alteration.

(4) For evidentiary purposes, ZD may document the accepted version, the complete contract text or a document hash, the URL used, the wording of the checkbox, the timestamp, the IP address, the name, the company, the business email address and the enquiry or booking reference. Processing shall be data-minimized and only to the extent required for contract documentation, prevention of misuse or legal enforcement. In all other respects, ZD’s privacy policy applies; it contains the relevant data protection information and is not replaced by this Agreement.

§ 14 Final Provisions

(1) German law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Ingolstadt, to the extent legally permissible. This jurisdiction agreement applies only if the Participating Company is a merchant, a legal entity under public law or a special fund under public law.

(3) Individual agreements between the Parties shall prevail over this Agreement. Amendments and supplements to this Agreement require at least text form. This does not apply to individual agreements that may validly be concluded without any form requirement.

(4) If any provision of this Agreement is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. To the extent legally permissible, the invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid or unenforceable provision. A reduction preserving the validity of the provision is excluded.

(5) Only the German version is authoritative. If an English translation is provided, it is prepared for information purposes only and has no independent contractual effect to the extent it differs from the German version.