**The undersigned:**

1. **<NAME>,** having its registered office at <ZIPCODE ADDRESS, CITY, COUNTRY> (hereinafter referred to as "<NAME>");

**WHEREAS:**

A. <NAME> renders various (fleet management?) services to Connected Truck customers of DAF Trucks N.V. (hereinafter referred to as “**DAF**”)

B. Up on instruction of the relevant Connected Truck customers DAF will share with <NAME> information gathered through the Connected Trucks system as well as other information related thereto. This information is confidential information and should not be shared with any third party, even not with any affiliated company of <NAME>. Therefore <NAME> agrees on this confidentiality statement;

**NOW THEREFORE <NAME> HERETO AGREES AS FOLLOWS:**

1. <NAME> shall, unless agreed in writing otherwise, inform no third party on whatsoever basis with respect to the content of the services provided by DAF, or any other information provided by DAF to Connected Truck customers or <NAME>. <NAME> acknowledges and confirms that within the framework of its service to Connected Truck customers all information with respect to machines, equipment, inventions, patents, copy rights, drawings, designs, models, any other intellectual or industrial property rights, contracts, the organisation, suppliers, customers and all business information in relation to DAF (hereinafter referred to as “**the Information”**) transferred to <NAME>, shall be considered to be confidential, unless stated otherwise in writing.

For avoidance of doubt, <NAME> agrees that this information will not be provided to its respective parents and affiliates, now these parents and affiliates are considered to be third parties for this Confidentiality Statement. The term “parent” means a corporation or other legal entity that owns or controls more than 50% of the outstanding voting stock of <NAME>. The term “affiliate” means a corporation or other legal entity, at least 50% of the voting stock of which is owned or controlled by <NAME> or by the parent of <NAME>. <NAME> shall implement “Chinese walls” with regards to the information of DAF it receives in relation to the services it renders to Connected Truck customers and any other business it has. <NAME> shall be responsible for compliance by its parent and affiliates with the terms of this Confidentiality Statement.

2. <NAME> shall keep all Information, in the broadest sense, confidential and secret, except

(i) as required by law or

(ii) with the prior written consent of DAF

(iii) the Information received was known to <NAME> prior to the date of receipt

(iv) the Information received was available to the public prior to the date of receipt or

becomes available to the public after the date of receipt other than by reason of breach of this Confidentiality Statement.

(v) the Information was disclosed to <NAME> at any point of time by a third

 party without any obligation as to confidentiality.

The Information shall be used exclusively for the execution of <NAME>’s tasks and duties as (fleet management?) service provider for Connected Truck customers

3. <NAME> shall not, unless agreed in writing otherwise, multiply the Information.

4. Unless agreed in writing otherwise <NAME> obliges themselves to return all Information they received from DAF Connected Truck customers directly after termination of their business relation without withholding any copy.

5. <NAME> shall see to it that their personnel shall strictly adhere to the requirements with respect to confidentiality and secrecy as set out in the articles 1, 2 and 3 of this Statement. <NAME> stand bail unconditionally towards DAF for their personnel with respect to the proper fulfilment of the aforementioned secrecy and confidentiality obligations.

6. This Confidentiality Statement is deemed to come into force on the date of its signature and shall remain valid during a period of 5 (FIVE) years counted from the termination, for whatsoever reason, of the business relation between DAF and the relevant Connected Truck customers and/or <NAME> and the relvant Connected Truck customers Without prejudice to the provision in the previous sentence the confidentiality and secrecy as set out in the articles 1, 2 and 3 of this Statement, shall survive the term of this Statement.

7. <NAME> shall not, except insofar as shall be expressly otherwise agreed between both parties, assert any rights of its own to the Information.

8. No rights or obligations other than those expressly recited herein are to be implied from this Confidentiality Statement. In particular, and without limiting the generality of the foregoing, no license is either granted or implied to <NAME> by the disclosure of the Information by the providing party.

There are no warranties granted or intended to be implied hereunder. <NAME> has the liability whatsoever for the Information and <NAME> shall indemnify and keep DAF harmless against any claims or damages resulting from the receiving parties use of the Information.

9. In the event of non-compliance with the obligations mentioned in the articles 1, 2 and 3 of this Confidentiality Statement <NAME> shall pay DAF on first demand a compensation for the damage caused by disclosing the Information without permission. The parties have established in mutual consent that this damage has fixed to an amount of at least <EURO 250.000 (TWO HUNDRED FIFTY THOUSAND EUROS)>. Without prejudice to the foregoing DAF reserves the right to claim additional compensation if the damages as a consequence of breach by <NAME> are higher

10. This Confidentiality Statement shall exclusively be governed by and interpreted in accordance with the laws of the Netherlands without giving effect to its conflict of laws rule. Any disputes with relation to this Confidentiality Statement which cannot amicably be settled between the parties shall exclusively be submitted to the competent court in Amsterdam.

This Confidentiality Statement has been signed at <PLACE> in two originals whereof <NAME> and DAF have received one each.

 <NAME>

Name:

Function:

Date:

Signature: