**Letter of Intent**

between

asanetwork GmbH, Vennhauser Allee 265, 40627 Düsseldorf, Germany

(following “asanetwork”)

and

European Garage Equipment Association, Bvd de la Woluwe 42 bte 5, 1200 Brussels, Belgium

(following “EGEA”)

**Preamble**

The Parties intend to cooperate to elaborate a business plan for the implementation of the asanetwork-Manager as definition of a standard communication protocol and data exchange format for the EGEA and to elaborate different scenarios for the use and the implementation of asanetwork-Manager worldwide.

**§ 1 State of negotiations**

The Parties will start negotiations immediately after the signature of this Letter of Intent, based on the emails that have been exchanged before (especially based on the letter of EGEA to the Shareholders of asanetwork dated 21st of April 2015).

asanetwork needs to present its shareholders different scenarios and possibilities about leaving the asanetwork Manager to EGEA. Different business proposals and possible involvement of asanetwork during the transition phase may need to be discussed and worked out if asanetwork transfers the Interface to EGEA. The business plan and the different scenarios shall be elaborated by the working group EGEA / WG 10 within 12 months from the signature of this Letter of Intent.

If the negotiations will fail the hereinafter under § 3 reached provisions shall continue until the end of the year 2021.

**§ 2 Schedule / Time-limitation**

The Parties intend to conclude the negotiations within 12 months from the signature of this Letter of Intent.

**§ 3 Confidentiality**

*[To be rewritten taking into consideration the situation of EGEA as an international association of national associations of industry members, therefore it is not possible to control the distribution of documents such as meeting minutes and presenations. As most WG10 members are employee of companies participating to asanetwork, the Asanet confidentiality agreement regarding Asanet technical documents would apply to them.]*

The Parties commit themselves to treat all information, documents, evaluations, drafts, outlines or technical specifications regarding asanetwork, they have received indirectly or directly in the context of the negotiations about the project as well those of technical, financial or other business nature (in the following called “information“), strictly confidential and will not in any form forward it to third Parties, unless jointly agreed by asanetwork and EGEA / WG10, Henceforth it is strictly forbidden to the Parties, to use the gained information for another purpose other than the preparation of the intended consortium agreement and its goals.

The confidentiality clause included in this paragraph is not applicable to such information, the Parties have obtained in legally permitted ways from other sources, which has been known in advance or which is evident.

The Parties undertake to ensure that all members of the working group EGEA / WG 10, all own employees, representatives or other people, who have the possibility of access to the information, will be bound by the same complete confidentiality clause, as mentioned above.

Each Party that violates one or several of the duties mentioned above is obliged to pay an amount of EUR 50.000 fine to the Party harmed by the respective breach of duty as minimum damage in every single case. Regardless of fines paid, the Party concerned remains entitled to claim for further damage caused by the violation of duty.

The obligation of secrecy and confidentiality shall continue until the end of the year 2021. In the event of a successful negotiation, this paragraph is terminated.

**§ 4 Termination of negotiations**

This letter of intent does not establish an obligation for any of the Parties.

The Parties, however, agree that on the basis of the previous negotiation results and the previous good constructive talks a failure of the negotiations shall only be possible if a confident cooperation cannot be ensured any longer. Such an occurrence may not be caused by any Party intentionally.

The failure of the negotiations has to be announced in written form (not via e-mail) by a Party specifying the reasons. The Party concerned shall, in turn, have the right to convene a new meeting for negotiations within two months in order to eliminate the reasons for the failure.

**§ 5 Costs**

Each Party bears its own costs accumulated so far in connection with this letter of intent. In particular, these include expenses for travelling, lawyers, investigations, consulting, planning etc.

**§ 6 Notifications**

All notifications, additions or amendments concerning this letter of intent, must be put in writing to the address of the parties mentioned at the beginning of this Letter of Intent.

The requirement of written notifications is fulfilled as long as the correspondence is transmitted via letter, fax or electronic mail (e-mail).

In the case of interpretation issues with regard to contents and/or wording the English version of this letter of intent shall be binding. Any other language version is not binding and serves for informational purposes only.

All Parties take notice of the fact that the distribution of e-mails or other data via internet is linked with risks. The distribution via internet is permitted unless one Party contradicts this procedure. The protest cannot be notified via internet.

**§ 7 Applicable law and jurisdiction**

This letter of intent and all obligations of a Party resulting from it, including possible claims of damages due to an illegal conduct are subject to the substantive and procedural law of the country of Germany. Exclusive jurisdiction for all disputes shall be the residence of Asanetwork GmbH.

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asanetwork GmbH European Garage Equipment Association

Bernhard Gött, Peter Rehberg (Name)

Managing Director (title)