



For US version please follow: MUTUAL CONFIDENTIALITY AGREEMENT - NAFTA

Confidentiality agreement – GLOBAL

Preamble:

This confidentiality agreement is concluded between HELLA Group company and accepting company. The subject of the agreement is exchanged confidential information.

Confidentiality:

Each contracting party shall undertake to maintain strict confidence on all information, documents, drawings, tools, specimens, knowledge, experience and the achievements resulting therefrom received from or notified by the other contracting party in writing, verbally or in any other way during the course of the present collaboration – hereinafter referred to as "INFORMATION" – and not to make the aforesaid available to third parties in any way whatsoever.

Group companies affiliated with the contracting parties shall not be third parties within the meaning of the present Agreement if they are committed to confidentiality in the same way as the contracting parties.

The aforesaid confidentiality commitment shall not apply or shall no longer apply to such INFORMATION in respect of which the receiving contracting party is able to prove on request

- that the INFORMATION was already publicly known when the present Agreement was concluded or was made publicly known at a later date without breaching the present Agreement;
- that the INFORMATION was already known to the receiving contracting party prior to the conclusion of the present Agreement or became known to the receiving contracting party at a later date without breaching the present Agreement;
- that the disclosing contracting party has given its written consent to the disclosure of the INFORMATION;
- that the INFORMATION was developed independently from the protected INFORMATION;
- that the INFORMATION has to be disclosed pursuant to administrative or juridical actions or pursuant to compulsory regulations provided that the other party had been informed about the duty of disclosure in good time.

Both contracting parties shall take all necessary steps to ensure that the aforesaid confidentiality is maintained.

Each contracting party shall see to ensure that its employees are or will be committed to confidentiality in accordance with the present Agreement if they receive or are able to receive the aforesaid INFORMATION.



Upon request, each contracting party shall be obliged at any time to return all INFORMATION received from the other contracting party in writing, on data carriers, as drawings or as models without retaining any copies thereof and to delete any data files which may contain INFORMATION. This obligation does not apply in the event of routine backup copies for electronic data transfers as well as confidential information and copies thereof, which shall be stored according to applicable law by the other contracting Party.

RIGHTS:

Disclosure of INFORMATION shall not give the other contracting party the right to file applications for intellectual property rights for inventions included therein. Disclosure shall not entitle the other contracting party to use the INFORMATION beyond the scope of the collaboration outlined in the preamble.

General:

If a provision of the present Agreement is invalid, or becomes invalid, the validity of the Agreement as a whole shall not be affected thereby. The contracting parties shall undertake to replace the invalid provision in joint consultation by a valid provision which comes as close as possible to the original economic intention of the invalid provision.

Any change or amendment of the present Agreement must be drawn up in writing. The renunciation of this requirement must be drawn up only in writing.

The present Agreement shall be governed exclusively by German law, The legal venue shall be Lippstadt, Germany, or another competent court at the option of Hella.

This Agreement runs for 2 years, whereby the present confidentiality commitment shall continue for another 3 years after the term of the agreement.



MUTUAL CONFIDENTIALITY AGREEMENT - NAFTA

This confidentiality agreement is concluded between HELLA CORPORATE CENTER USA, INC., ("HCCU"), having a place of business at 43811 Plymouth Oaks Blvd., Plymouth Twp., MI 48170, and accepting company. The subject of the agreement is exchanged confidential information.

WHEREAS, HCCU is part of the Hella group of companies including its ultimate parent company, HELLA GmbH & Co. KGaA and therefore any reference to HCCU includes all its subsidiaries, affiliates and associated companies, provided that such entities are involved in the projects described below and therefore require disclosure of the Confidential Information (as such term is defined below); and

WHEREAS, SUPPLIER is in the business of, among other things, and

WHEREAS, HCCU is in the business of developing and manufacturing, among other products, automotive electronic modules; and

WHEREAS, the Parties will receive from one another, subject to the terms and conditions hereinafter set forth, selected aspects of each other's proprietary information, technical and financial, for the sole purposes of enabling the Parties to work together and

WHEREAS, the Parties consider their information (**the "Confidential Information"**) to be proprietary to the Parties and therefore, a valuable commercial asset that each wishes to maintain confidential subject to the terms and conditions of this Agreement.

- 1. Confidential Information.** "Confidential Information" means any information, whether written or oral, in whatever form transmitted, and items embodying information (including photographs, samples, models, prototypes) disclosed by or on behalf of a Party ("Discloser") to the other Party ("Recipient") or to which Recipient is exposed, during the term of this Agreement, including, without limitation, manufacturing methods, procedures, processes, technologies, know-how, trade secrets, formulas, ideas, inventions, drawings, specifications, product data, designs, software, business plans, marketing plans, financial information, pricing information, strategies, customer lists, supplier lists, and any representations, compilations, analysis, and summaries of the foregoing.
- 2. Marking.** All Confidential Information disclosed in written or tangible form shall be clearly marked or identified as "Confidential" or "Proprietary" at the time of disclosure. Confidential Information disclosed in any intangible form (e.g. verbal, visual observation, etc.) must be identified by Discloser as confidential at the time of disclosure and, within thirty (30) days of the initial disclosure, summarized in a written notice from Discloser to Recipient identifying the information as confidential. In the event that Discloser inadvertently fails to mark or, in the case of intangible Confidential Information, to identify, Confidential Information in accordance with this provision at the time of disclosure, Discloser shall have twenty-four (24) hours after disclosure of the Confidential Information to cure such failure, and from that time on, the Confidential Information shall be held in accordance with Recipient's Confidentiality



Obligations hereunder. Recipient's Confidentiality Obligations hereunder shall apply only to Confidential Information marked in accordance with this provision.

3. **Confidentiality Obligations.** The Recipient agrees that it will: (a) use the Confidential Information solely for the Purpose stated above; (b) limit disclosure of the Confidential Information to those of its employees, directors, officers, agents, contractors and consultants with a need to know the information to accomplish the Purpose, provided that they have been instructed and are bound in writing not to disclose the Confidential Information or use it for any purpose other than as permitted under this Agreement and that Recipient shall at all times be fully liable to Discloser for any breach of this Agreement by such persons and any entities; (c) use the same degree of care, but in no event less than a reasonable degree of care, to protect the Confidential Information against improper disclosure or use in violation of this Agreement that it uses to protect its own Confidential Information; (d) not copy or duplicate the Confidential Information except as necessary for the Purpose.
4. **Exceptions.** Confidential Information shall not include information that Recipient can demonstrate:
 - A. was already in the lawful possession of Recipient before the time of disclosure;
 - B. was part of the public domain at the time of disclosure or thereafter becomes part of the public domain through no wrongful act or omission of Recipient;
 - C. was disclosed to Recipient by a third party that Recipient did not know, and should not reasonably have known, was under any obligation of confidentiality;
 - D. was independently developed by Recipient without the use of or reference to the Confidential Information; or
 - E. was explicitly approved for release by written authorization of Discloser.

The foregoing exceptions should be construed and applied as narrowly as possible.

5. **Disclosures Required by Law.** If Recipient, or any person or entity to whom Recipient has provided any of the Confidential Information under this Agreement, receives a request to disclose any portion of the Confidential Information by subpoena, order, civil investigative demand or similar process issued by a court of competent jurisdiction or governmental body, then Recipient shall promptly notify Discloser of the requirement in writing so that Discloser may seek a protective order or other appropriate remedy and shall reasonably cooperate, at Discloser's expense, with any such efforts by Discloser. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms of this Agreement, then Recipient shall disclose only that portion of the Confidential Information that, in the written opinion of Recipient's legal counsel, is legally required to be disclosed.
6. **Term.** This Agreement shall become effective as of the Effective Date and shall continue in effect for a period of three (3) years thereafter unless earlier terminated by either Party. Either Party may terminate this Agreement for any reason upon thirty (30) days' advanced written notice to the other Party. The Parties' obligations hereunder shall continue for a period of three (3) years after the expiration or termination of the Agreement.
7. **Ownership; No License.** All Confidential Information disclosed hereunder is and shall remain the sole property of Discloser and no license in such Confidential Information,



including, without limitation, in the intellectual property contained therein, is granted or implied hereunder.

8. **No Warranty.** Discloser hereby represents and warrants only that it has the right to disclose its Confidential Information to Recipient. Discloser makes no other representations or warranties, either express or implied, with respect to its Confidential Information, and all Confidential Information disclosed hereunder is provided on an "AS IS" basis
9. **No Obligation.** Neither Party has any obligation under this Agreement to disclose any of its Confidential Information to the other Party, to purchase from or sell to the other Party any goods or services, or to otherwise enter into any agreement or transaction with the other Party.
10. **Disposal of Confidential Information.** Upon the written request of Discloser, Recipient shall use commercially reasonable efforts, which Recipient will describe and certify to Discloser in writing, to either promptly return to Discloser or securely destroy all Confidential Information, including any and all copies thereof, except that Recipient may retain one copy of such Confidential Information for record-keeping purposes only. Notwithstanding the foregoing, if so requested in writing by Discloser, Recipient shall return to Discloser, and may not destroy, tangible parts constituting Discloser's Confidential Information in accordance with Discloser's instructions and at its expense. Notwithstanding the foregoing, if so requested in writing by Discloser, Recipient shall return to Discloser, and may not destroy, tangible parts constituting Discloser's Confidential Information in accordance with Discloser's instructions and at its expense. The requirement to return Confidential Information shall not apply to (i) Confidential Information subject to any document retention as required by law or judicial order, (ii) Confidential Information disclosed to any regulatory agency having jurisdiction over the Recipient, or (iii) Confidential Information that is the subject of any pending or immediately threatened legal proceeding or governmental investigation until such proceeding or investigation is no longer immediately threatened or, if initiated or pending, until the proceeding is finally settled or a final judgment with respect thereto has been rendered or the investigation is completed or no longer involves the Recipient.
11. **Assignment.** Neither Party may transfer or assign any of its rights or obligations, whether by operation of law or otherwise, under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement and the obligations hereunder, shall be binding upon the Parties hereto, their successors, and their permitted assignees.
12. **Remedies.** Each Party acknowledges and agrees that monetary damages may be insufficient to remedy any threatened, attempted or actual breach of any of provisions of this Agreement, and that Discloser shall therefore be entitled to seek injunctive or other appropriate equitable relief to remedy such threatened, attempted or actual breach. Such remedies shall be in addition to all other rights and remedies available at law or in equity.
13. **Export Laws.** Neither Party shall export, re-export directly or indirectly, any Confidential Information, or any direct product thereof, except in compliance with applicable law to any country to which the U.S. Government, at the time of export, requires an export license or other governmental approval without first obtaining such license or approval. Recipient shall first obtain the written consent of Discloser prior to submitting any request for authority to export such Confidential Information. This covenant shall survive the expiration of this Agreement indefinitely.



14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law principles. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts of the State of Michigan.
15. **No Waiver.** No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
16. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.
17. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to its subject matter and may be amended only in a writing signed by duly authorized representatives of both Parties.
18. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be an original, but all of which together shall constitute one and the same agreement. For the purposes hereof, a facsimile or scanned copy of this Agreement, including all pages hereof, shall be deemed an original.
19. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and given by personal delivery or sent (postage prepaid with return receipt requested) by Registered Mail, Certified Mail, or by nationally recognized courier service (e.g. Federal Express, UPS, etc.), and shall be delivered addressed as set forth on the first page hereof, or to such other address as either Party may notify the other in accordance with this Section. Such notices, requests, demands or other communications shall be deemed to have been received: (i) if personally delivered, upon delivery; or (ii) if sent by Registered Mail, Certified Mail or nationally recognized courier, upon delivery thereof as evidenced by return receipt.