

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") dated as of _____ (the "Effective Date") is made and entered into by and among AUTONEUM NORTH AMERICA, INC., a Delaware corporation, having its principal place of business at 29293 Haggerty Road, Novi, MI 48377 ("Autoneum") and _____, a _____, having its principal place of business at _____ (the "Supplier"). For purposes of this Agreement, Autoneum and the Supplier are each referred to as a "Party" and collectively, the "Parties". This Agreement shall apply to each Party's respective parent companies, subsidiaries, affiliates, and joint venture companies.

WHEREAS, business information deemed proprietary or confidential may be disclosed by a Party hereto to one or more of the other Parties hereto during the course of the Project (defined below); and whichever Party provides information to another Party will be referred to in this Agreement as a "Disclosing Party" and whichever Party that receives such information will be referred to as the "Receiving Party".

WHEREAS, the Parties to this Agreement desire to maintain the confidentiality of the information disclosed by and among them in the manner provided in this Agreement and the protection of that information is a material inducement for each Party to enter into discussions about the Project and/or continue any business relationship among them.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Confidential Information disclosed by Disclosing Party to Receiving Party relates to the following (the "Project"):

[The exchange of information related to, but not limited to, materials, construction, process and cost of ... for the automotive industry.]

2. Term. The term of this agreement shall be for a period of five (5) years from the Effective Date. The restrictions on the use and disclosure of Confidential Information set forth in this Agreement will expressly survive termination or expiration of this Agreement for a period of seven (7) years, except for Confidential Information constituting Trade Secrets (defined below) and in such case the restrictions will continue for so long as that Confidential Information is recognized as a trade secret under Michigan trade secrets law.

3. Definition of Confidential Information. Receiving Party hereby acknowledges that in the course of discussions about the Project and pursuant to any subsequent agreement among the Parties, Disclosing Party may make available to Receiving Party "Trade Secrets" and "Confidential Data" (each of which is defined below), in each case not generally known or available to the public (collectively, "Confidential Information"). Confidential Information may be written, oral, recorded or in digital, electronic or computer format.

(a) "Trade Secrets" means any scientific or technical information, design, process, procedure, formula or improvement that is valuable and not generally known to competitors and by which a business can obtain an economic advantage over its competitors, including without limitation, all information and documentation, whether or not novel, unique, patented, copyrighted or trademarked.

(b) "Confidential Data" means any data, information, or documentation, other than Trade Secrets, that is valuable and not generally known to the public, including without limitation that which pertains to:

(i) products, designs, specifications, formulae, data, know-how, processes, sketches, photographs, plans, drawings, samples, technology, methods, reports, records, compilations, studies, findings, inventions and ideas, technical or business information, manufacturing techniques, modifications, advancements, improvements and discoveries;

(ii) earnings, assets, debts, prices, fee structures, volumes of purchases or sales or other financial data, whether relating to Disclosing Party generally or to particular products, services, geographic areas or time periods;

(iii) goods and services used or purchased, the names and addresses of suppliers, terms of supplier service contracts, specific transactions or related information about potential suppliers;

(iv) ongoing or proposed marketing programs or agreements, marketing forecasts, business opportunities, results of marketing efforts or information about impending transactions;

(v) employees' personal or medical histories, compensation or other terms of employment, actual or proposed promotions, hiring, resignations, disciplinary actions, terminations or reasons therefor, training methods, performance or other employee information;

(vi) past, existing or prospective customers, customer proposals or agreements with between customers and Disclosing Party, status of customer accounts or credit, or related information about actual or prospective customers; and

(vii) business plans, minutes of board meetings, financial reports, strategic plans, operations manuals and best practices memoranda; and

(viii) production output, capacity, equipment and processes, material consumption, operational costing and profit margins.

(c) Confidential Information includes any and all notes, summaries, memoranda, drawings, manuals, records, excerpts or information deriving therefrom and all other documents or materials (and all copies of any of the foregoing, including "copies" that have been converted to digital, electronic or computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval (collectively, "Notes") prepared by Receiving Party or any of its Representatives (as defined below) that contain, reflect or are based upon, in whole or in part, any of the Confidential Information furnished by Disclosing Party to Receiving Party or any of its Representatives. The extent of disclosure of Confidential Information is completely within the discretion of Disclosing Party. Confidential Information of Disclosing Party includes information disclosed by companies affiliated with Disclosing Party.

(d) Exclusions. Receiving Party has no obligations under this Agreement with respect to Confidential Information that:

(i) is already known to Receiving Party prior to its receipt from Disclosing Party;

(ii) is or comes into the public domain through no fault of Receiving Party, provided that information will not be deemed to be in the public domain (A) merely because it is embraced by more general information in the prior possession of Receiving Party or of others, or (B) merely because it is expressed in public literature in general terms;

(iii) is lawfully disclosed, rightfully received, or becomes rightfully known by Receiving Party from a third party without similar restriction as to non-disclosure and without breach of this Agreement;

(iv) has been or is independently developed by Receiving Party without knowledge of, reference or access to the Confidential Information and without violation of the terms of this Agreement; or

(v) the disclosure of which is specifically authorized in writing by Disclosing Party.

4. Non-Disclosure. Receiving Party acknowledges and agrees that Confidential Information is proprietary to Disclosing Party and has been developed and obtained through great efforts by Disclosing Party. As a condition to Confidential Information being disclosed to Receiving Party and its Representatives (defined below), Receiving Party agrees to keep strictly confidential all Confidential Information furnished or made known to

Receiving Party in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions as stated in this Agreement. Receiving Party agrees that it will employ the same security measures to protect Confidential Information received from Disclosing Party that it applies to its own comparable Confidential Information (but in no event less than a reasonable degree of care). Without limiting the generality of the foregoing, Receiving Party further agrees that it will not distribute, disclose or convey to third parties any Confidential Information of Disclosing Party, except as may be specifically authorized in writing by Disclosing Party. Notwithstanding the foregoing, Autoneum may share any Confidential Information received with its parent, subsidiaries, affiliates, and joint venture companies.

5. Use of Confidential Information. Receiving Party may use Confidential Information of Disclosing Party solely for the purpose of the Project and for no other purpose whatsoever. All use of Disclosing Party's Confidential Information by Receiving Party will be for the benefit of Disclosing Party and any modifications and improvements thereof by Receiving Party will be the sole property of Disclosing Party. Receiving Party agrees that only its directors, officers, members, employees, attorneys, accountants, and agents along with support staff of such individuals (individually, a "Representative" and collectively, the "Representatives") who have a need to know the information will be granted access to Confidential Information of Disclosing Party but only after the Representative has been informed as to the confidential nature of the Confidential Information and agrees to abide by the terms of this Agreement. Receiving Party will be liable for any breach of this Agreement by its Representatives to the same extent as if such Representatives were a party to this Agreement.

6. Compelled Disclosure of Confidential Information. Notwithstanding anything in the foregoing to the contrary, Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Receiving Party promptly notifies, to the extent practicable, Disclosing Party in writing of such demand for disclosure so that Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of such Confidential Information; provided in the case of a broad regulatory request with respect to Receiving Party's business (not targeted at Disclosing Party), Receiving Party may promptly comply with such request provided Receiving Party gives (if permitted by such regulator) Disclosing Party prompt notice of such disclosure. Receiving Party agrees that it will not oppose and will cooperate with efforts by, to the extent practicable, Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if Disclosing Party is unable to obtain or does not seek a protective order and Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information by Receiving Party may be made without liability under this Agreement. Further, pursuant to the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 ("DTSA"), Receiving Party will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that such disclosure: is made by Receiving either (a) both (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. If Disclosing Party files a lawsuit due to Receiving Party reporting a suspected violation of law, the Receiving Party may disclose Disclosing Party's Confidential Information to Receiving Party's attorney and use the Confidential Information in the court proceeding if Receiving Party files any document containing such Confidential Information under seal.

7. Return of Materials. Confidential Information will, at all times, remain the property of Disclosing Party. Receiving Party agrees not to copy any Confidential Information except as may be necessary or advisable pursuant to ordinary business practices. Receiving Party will immediately return and redeliver to Disclosing Party all tangible material embodying the Confidential Information provided hereunder and all Notes at such time as Disclosing Party may so request. Alternatively, Receiving Party may, with the written consent of Disclosing Party (or in the case of Notes, at Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing to Disclosing Party such destruction by an authorized officer of Receiving Party supervising the destruction.

8. No License Granted. Nothing in this Agreement is intended to grant any right or license, either express or implied, to Receiving Party under any patent, copyright, trade secret or other intellectual property right of Disclosing Party nor does this Agreement grant Receiving Party any right or license in or to Disclosing Party's

Confidential Information. Title to Disclosing Party's Confidential Information remains solely with Disclosing Party and Receiving Party shall not take any action adverse to Disclosing Party's ownership interest in such property.

9. Non-Circumvention. Receiving Party will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate Disclosing Party's interests in, or Disclosing Party's or its supplier's relationships with, their respective customers, suppliers, vendors, dealers, and distributors. For the avoidance of any doubt, the previous sentence does not prohibit Receiving Party from entering into discussions or agreements of any kind whatsoever with any third party, including without limitation customers, suppliers, vendors, dealers and distributors having business relationships with Disclosing Party provided such discussions or agreements do not otherwise violate any provisions of this Agreement.

10. No Duty to Transact. This Agreement does not create a duty of Disclosing Party to provide any information to Receiving Party or to enter into any transaction or into any other agreement with Receiving Party.

11. No Warranty as to Accuracy or Completeness; Warranty as to Authority. Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information provided to Receiving Party; provided, however, Disclosing Party does represent and warrant that it has the requisite authority to disclose all Confidential Information that it discloses to Receiving Party and that such disclosure will not violate or infringe the rights of any third party, and provided further, Disclosing Party agrees to defend, indemnify and hold Receiving Party harmless from all any and all claims, damages, expenses, reasonable attorneys' fees, settlement amounts and judgments (collectively, "Losses") resulting from any demand, claim, lawsuit or other legal action made, asserted or filed by any third party that such disclosure violates the rights of such third party.

12. Remedies. Receiving Party agrees that its obligations under this Agreement are necessary and reasonable in order to protect Disclosing Party and its Confidential Information and expressly agrees that monetary damages would be inadequate to compensate Disclosing Party for any breach by Receiving Party or its Representatives of any covenants and agreements set forth in this Agreement. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

13. No Waiver; Amendments. No failure or delay by a Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No modification, deletion or amendment and/or discharge of this Agreement will be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties.

14. Entire Agreement; Severability. This Agreement constitutes the entire understanding among the Parties and supersedes all previous communications, agreements, representations and understandings, whether oral, written or electronic, with respect to the subject matter of this Agreement. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any such provision is prohibited by, unenforceable or invalid under any jurisdiction, such provision will be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

15. Assignment; Assigns. This Agreement may not be assigned, directly, indirectly or by operation of law, by any Party without the prior written consent of the other Parties. This Agreement is binding on the Parties hereto and their permitted successors and assigns.

16. Governing Law and Jurisdiction; Attorney's Fees. This Agreement shall be governed by the internal laws of the State of Michigan without regard to conflicts of law principles. Receiving Party irrevocably consents and submits to the jurisdiction of all state and federal courts sitting in Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue in such courts and irrevocably waive any defense of lack of personal jurisdiction or inappropriate or inconvenient venue. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment

or in any other manner provided by law. In the event of any controversy, claim, or dispute among the Parties affecting or relating to the performance of this Agreement, the prevailing Party shall be entitled to recover all of its attorney's fees and costs.

17. Notices. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other Party first indicated above (or such other addressee as may be furnished by a Party in accordance with this paragraph).

18. Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

AUTONEUM NORTH AMERICA, INC.

[INSERT SUPPLIER NAME].

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____