

CONFIDENTIALITY AGREEMENT

Investments, Services and Indirect Material

between

**SAS Autosystemtechnik
Verwaltungs GmbH**
Siemensallee 84
D – 76187 Karlsruhe

Headquarters and all SAS locations worldwide
(Hereinafter called **SAS**)

and

Supplier: _____

(Hereinafter called **Supplier**)

The contracting parties are going to exchange information and documents about Non-Production Material, Services and Investments. The approach will be done according to the conditions shown below.

Both parties undertake to treat as business secrets any technical, financial and commercial information, particularly intentions, experiences, technical know-how, recognitions, designs, samples, drawings and data accessible at the other contracting party to the project during the duration of this agreement, or which they receive from him, upon the expiration of five years after the termination of the duration of the agreement, to duplicate them only within the limits of the operational requirements and the copyright protection, not to disclose them to third parties without the written authorization of the contracting party, and apart from that use them neither for their own purpose nor for the purpose of third parties.

The receiver of information has to provide for the necessary steps to protect the confidential qualities of the information.

Within the scope of the foregoing project staff members of one of the contracting parties may visit production plants of the other contracting party in order to inspect similar or identical appliances, tools or assembly/production facilities as those planned for the aforementioned

sub module. Any information disclosed to the visitors shall also be covered by the secrecy agreement and will be administered accordingly.

If a project staff member of one of the contracting parties is provided with an email address from SAS, such address will be as follows: firstname.lastname-ext@faurecia.com. This email address is to be used for project relevant correspondence only.

The contracting parties undertake to inform their staff members of this secrecy agreement and to bind them in an appropriate manner within the limits of the legal options to the maintenance of secrecy for the necessary disclosed information within the limits of the project course. The obligation shall be effected in such a way that it is also valid for the time after the staff member leaving the company.

Within the scope of the necessary passing on of information to subcontractors the contracting partners will inform each other stating the name of the subcontractor. The parties will commit themselves to take steps to make their subcontractors use their information only in conformity with the secrecy and utilisation provisions of the present agreement.

On the part of SAS all companies of the group Faurecia not directly denominated as subcontractors for other sub modules appurtenant to the project shall be excluded from the integration and the flow of any information and documents provided that these are known as direct or indirect competition to the supplier. This is not effective if the group of companies is used by sub module suppliers integrated in the project with other competences. The supplier undertakes to do the same.

The contracting partners shall apply the same care in the maintenance of secrecy as they usually employ in their own confidential affairs.

In the event of the notification of possible inventions, applications for registrations of patents or utility models, or intellectual property both parties reserve all rights as to possible later protected privileges. Above all, these have to be protected by both parties to be disclosed to the direct competitors of the respective supply volume. Both parties undertake to make available to the other contracting party the patents or the legal protection of any utility model resulting from the joint development for the duration of the registered protection worldwide, for unlimited utilization. The rights of utilization shall be recorded in the form of mutual, reduced to writing licences. The utilization by the holder of the patents shall be basically stipulated without royalties.

Unless otherwise agreed the receiver of information acknowledges that all rights in information disclosed to him remain with the originator of the information.

This secrecy commitment is not valid for information and documents which

- a) were provably known to the receiving contracting party prior to the beginning of the co-operation;
- b) the receiving contracting party provably receives in a lawful manner from third parties;
- c) were a matter of common knowledge, or were acquired without infringement of the contractual obligations.

The parties will destroy without undue delay the information and relevant documents received from the other contracting party as well as possibly prepared duplicates upon expiration of the agreement resp. after observance of the time prescribed by law and customer accounts receivable. The destruction of the information, documents, and duplicates shall be confirmed to the other party without undue delay in writing.

Both contracting parties shall not be entitled by this secrecy agreement to claim proceeds or guarantees apart from the secrecy commitment for the transferred information and documents provided these have been necessary within the usual commercial development and partnership.

As far as data protection is concerned the following is applicable:

The partners ensure that only employees will be employed that will comply to the protection of data according to the measurements as outlined in § 5 of the BDSG.

Employees should be informed about the consequences of non-compliance to these measurements as well as other specifications of data protection, i.e. Telecommunication law.

The partners shall ensure that the employees are competently trained (i.e. by the BDSG).

This agreement takes effect upon the joint signature and also includes information which has been exchanged by the parties prior to the signature of this agreement in connection with the project. The contract is also legal to all companies of the SAS Automotive Systems.

The agreement ends earliest five years after signing the contract or with the subject to a diverging other regulation.

This agreement shall be governed by German law. For all disputes arising from this agreement the Landgericht Karlsruhe (regional court) shall be agreed as competent.

The secrecy agreement was prepared in duplicate. One copy each stays with the contracting parties. Any amendments must be made in writing and require the written mutual agreement of both parties.

Alterations of individual provisions of the agreement do not affect the other terms of the agreement.

Karlsruhe,

SAS Autosystemtechnik Verwaltungs GmbH

Supplier:

(town and date)

- company stamp and legally binding signature -

(company name)
