

INSTRUCTIONS:

A) In the preamble of the agreement:

- 1) On the first line, enter the effective date using the pop-up calendar;
- 2) On the second line, choose the Astemo company name from the drop down box and enter the Astemo address;
- 3) On the third line, enter the partner company name and the partner address
- 4) On the fifth line, enter the purpose for entering into this NDA (such as “evaluation of Partner’s Products”, “Discussions regarding potential cooperation on development of XXX”, etc.)

Note:

- a) if you use the up and down arrows it will move you from field to field;
- b) to fill in field such as an address, tab with the up/down arrow to the field, hit delete and then type in the text (e.g., the address)

B) At page 3, choose the Astemo company name from the drop down box and enter the Astemo address.

C) If any other changes are required, contact legal.

D) Delete these instructions by selecting all of the red text and hitting delete but do not select anything below the red text

including the words NON-DISCLOSURE AGREEMENT.

E) Save your finished agreement.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made on (the "Effective Date") between:

- (1) _____ with an address at: _____ ("Astemo"); and
- (2) _____ with an address at: _____ ("Partner"); (together "the Parties" and individually "a Party")

Purpose: To facilitate the evaluation of potential transactions or activities between one or more Astemo Entities and one or more Company Entities related to Astemo's and the Company Entities' products, services, or operations, specifically in connection with

(the "Project");

BACKGROUND:

- (A) The Parties are interested in exchanging Confidential Information in order to discuss the Project.
- (B) The Parties wish to regulate how such Confidential Information will be treated and other related aspects of their relationship.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

1.1. In this Agreement the following terms have the following meanings:

- a. Affiliates: any company which controls, is controlled by, or is under common control with a Party. Control is defined as, directly or indirectly, holding sufficient shares of stock or other ownership interest to control election of a majority of the board of directors or similar governing body of an entity.
- b. Confidential Information: all information which the Disclosing Party or its Affiliates discloses or makes available to the Receiving Party (including processes, drawings, designs, specifications, concepts, know-how, ideas, techniques, computer programs, results, experiences, samples, technical data, customer names, data and other technical, industrial, commercial and/or financial information) which is either marked as confidential or "Proprietary" (or other similar markings) or, if disclosed orally, can reasonably be understood as confidential;
- c. Disclosing Party: a Party when in the role of disclosing information under this Agreement;
- d. Representatives: professional advisors who have a duty of confidentiality under their terms of engagement, applicable laws and/or other regulations including lawyers, accountants and bankers;
- e. Participants: employees, officers, directors, consultants, or agents, contractors and subcontractors of a Party or of its Affiliates;
- f. Personal Information: any information relating to an identified or identifiable natural person, including: name, address, telephone number, e-mail address, social security number, driver's license number; state-issued identification card number; or an account number, credit or debit card

number, in combination with or without any required security code, access code or password that would permit access to an individual's financial account, and any other data including identifiers, demographic or behavioral data, when such data, either alone or in combination with other data could be used to identify a specific person;

g. Project: the Project identified in the preamble of this Agreement; *and*

h. Receiving Party: a Party when in the role of receiving information under this Agreement.

1.2. Any words following the terms including, include, in particular, for example or any similar expression will be construed as illustrative and will not limit the sense of words, description, definition, phrase or term preceding those terms.

1.3. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Information Disclosure

2.1. Astemo and Partner may disclose Confidential Information to the other.

2.2. Nothing in this Agreement will be construed to create any obligation for either Party to disclose any Confidential Information to the other or any obligation on either Party to enter into any subsequent contractual business relationship with the other.

3. **Personal Information** Any Personal Information which is disclosed pursuant to the terms of this Agreement will be treated as Confidential Information for the purpose of this Agreement. The Parties shall treat all such Personal Information in compliance with any and all applicable laws and regulations.

4. Use of Confidential Information

4.1. Neither Party will use any of the other Party's Confidential Information for any purpose other than the Project.

4.2. Each Party will refrain from reverse-engineering, decompiling or disassembling, or attempting to reverse-engineer, decompile or disassemble any Confidential Information, including software and electronic files containing Confidential Information received from the other except as required for the Project and as agreed in writing with the Disclosing Party.

4.3. The Receiving Party shall not copy or duplicate Confidential Information and prevent unauthorized use, disclosure, dissemination, or publication of Confidential Information except as required for the Project and as agreed in writing with the Disclosing Party.

5. Non-Disclosure of Confidential Information

5.1. Confidential Information remains the sole property of the Disclosing Party notwithstanding its disclosure to the Receiving Party. The Receiving Party shall undertake to maintain the Confidential Information in strict confidence and will not make the Confidential Information available to any third parties in any way whatsoever except as expressly provided in this Agreement. In the event that the Receiving Party stores Confidential Information in electronic form on any equipment such as a server, such electronic information will be stored with restricted access by means of a password or other reasonable measures, and not be stored on a server which is open to any external network.

5.2. Neither Party will disclose the existence of this Agreement to any third party without the prior written approval of the Disclosing Party.

5.3. Notwithstanding the foregoing, either Party may disclose the Confidential Information on a strict need-to-know basis to;

- a. Participants who are engaged in the business of evaluating such Confidential Information for the Project; and
 - b. Outside Professionals.
- 5.4. The Receiving Party shall cause its, and its Affiliates, Participants and Outside Professionals to hold the Confidential Information in strict confidence and to take proper measures, at their own cost, in order to ensure compliance with the terms of this Agreement. The Receiving Party will remain liable for any breach of this Agreement by any of its Affiliates and any Participants and Outside Professionals to whom Confidential Information has been disclosed.

6. Exceptions to Confidentiality

- 6.1. The obligations of confidentiality and restrictions as to use assumed by the Parties do not apply to any Confidential Information which:
- a. has been in the public domain at the time of disclosure, or which, after such disclosure, enters into the public domain through no fault of the Receiving Party;
 - b. was already known by the Receiving Party prior to its receipt of Confidential Information from the Disclosing Party, provided that the Receiving Party can demonstrate such fact by documentary proof;
 - c. was lawfully received by the Receiving Party from a third party without breaching any confidentiality restrictions;
 - d. was developed by or for the Receiving Party without reference to any Confidential Information disclosed by Disclosing Party; or
 - e. is approved in writing in advance by the Disclosing Party.
- 6.2. Upon written request by the Disclosing Party, the Receiving Party will promptly provide reasonable evidence, as required by any applicable law, showing that any or all of the exceptions in this Article apply to the Confidential Information.

In the event that a Receiving Party is required (but only to the extent so required) by law, court order, regulation or act of any governmental or other regulatory authority, then the Receiving Party will, to the extent legally permissible, provide the Disclosing Party with written notice as soon as practicable in order to allow the Disclosing Party to take whatever action it deems necessary to oppose or minimize the scope of such required disclosure, and/or to obtain a protective order or other appropriate treatment of the Confidential Information required to be disclosed. The Receiving Party shall use its best endeavors to minimize the scope of Confidential Information required to be disclosed. If the Disclosing Party is unable to secure such a court order, the Recipient will provide only the portion of the Confidential Information that is legally mandated and will make reasonable efforts to ensure that the Confidential Information is treated as confidential.

7. Return or Destruction of the Confidential Information

- 7.1. At any time, upon the Disclosing Party's written request, the Receiving Party will immediately stop using the Confidential Information and will, within fourteen days:
- a. destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
 - b. erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;

- c. to the extent technically and legally practicable, erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
 - d. certify in writing to the Discloser that it has complied with the requirements of this Article 7.1.
- 7.2. The obligations under this Article 7 do not apply to any routine IT backup copies or any Confidential Information including any copies which are required to be stored according to any applicable law by the Receiving Party, provided that the backup copies will not be reopened except as otherwise required by the applicable law and that all such copies will be kept confidential in accordance with the terms of this Agreement.
- 8. **No License** Each Party retains all right, title, and interest, including all intellectual property rights, in and to its Confidential Information. Disclosure of such Confidential Information shall not constitute, and shall not be construed as, an assignment, license, transfer, or other grant, whether express or implied, of any rights in or to such Confidential Information, including under any patent, patent application, copyright, trademark, trade secret, or other intellectual property right, whether now existing or hereafter arising, to the Receiving Party or any of its Affiliates, Participants, or Outside Professionals. No rights or licenses are granted to the Receiving Party except as expressly set forth in this Agreement.
- 9. **Non-Exclusivity**
 - 9.1. Nothing in this Agreement will prevent either Party from pursuing similar relationships with third parties.
 - 9.2. This Agreement does not create any principal/agent, employer/employee, partnership, tenancy-in-common, joint tenancy, profit sharing agreement or joint venture between any Company Entity and any Astemo Entity or their Representatives as applicable.
- 10. **Notice of Breach** The Receiving Party will notify the Disclosing Party in writing as soon as practicable upon the discovery of (i) any unauthorized use or disclosure of Confidential Information by the Receiving Party or its representatives; or (ii) any actions by the Receiving Party or its representatives inconsistent with the obligations under this Agreement, including any actual or attempted reverse-engineering, decompiling or disassembling of any software or electronic files containing Confidential Information. The Receiving Party will cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.
- 11. **Injunctive relief** Without prejudice to any other rights or remedies that each Party may have, the Parties agree that any breach or threatened breach of any of the provisions of this Agreement may cause irreparable harm to the other Party and agree that either Party may seek an injunction suspending or preventing the breach or order of specific performance without the necessity of having to prove damages or post a bond.
- 12. **Compliance with Laws and Regulations**
 - 12.1. Neither Party will, directly or indirectly, export, re-export or trans-ship Confidential Information, products, technology or software disclosed pursuant to this Agreement in violation of any applicable export control laws and regulations promulgated and administered by the government of any country having jurisdiction over the Parties or the transaction(s) contemplated herein, or in violation of any applicable US export control regulations.
 - 12.2. The Parties agree to discuss the Project in compliance with all applicable laws and regulations, including anti-trust and anti-bribery laws and regulations of any country having jurisdiction over the Parties.
- 13. **No Warranty** Except as expressly set forth in writing, the Disclosing Party makes no express or implied warranty as to the accuracy, sufficiency or completeness of the Confidential Information and assumes no liability arising out of the use of the Confidential Information.

14. Term and Termination

14.1. This Agreement comes into force on the Effective Date and, subject to Article 14.2 below, continues in force for two years.

14.2. This Agreement will terminate immediately by giving fifteen (15) days written notice to the other at any time.

14.3. The obligations of confidentiality and restrictions on use under this Agreement will survive for five years from the date of termination. In addition, Article 16 update (Governing Law) and any other provisions which by their nature should survive termination of this Agreement will survive the termination of this Agreement.

15. Assignment Neither Party may assign, transfer or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of the other which shall not be unreasonably withheld or delayed. Any purported assignment, without such consent, shall be null and void.

16. Governing Law This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of law provisions. The Parties, by entering into this Agreement, submit to jurisdiction and venue in the state and federal courts located in New Castle County, Delaware.

17. Entire Agreement This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter and may be amended or modified only by a subsequent written agreement between the Parties. If any provision of this Agreement or its application is deemed invalid, illegal, or unenforceable in any way, the validity, legality, or enforceability of the remaining provisions and their applications will not be impacted or impaired.

18. Waiver Any failure or delay in enforcing any provision of this Agreement will not be considered a waiver of that provision or any other provision. A waiver granted by either Party on any specific occasion is effective only for that instance and will not be interpreted as a waiver of any right, power, or privilege on any future occasion.

19. Counterparts and Execution. This Agreement may be signed in multiple counterparts, each of which, once executed, will be considered an original. The document may also be signed using an 'Electronic Signature,' which refers to any electronic symbol and/or process that is attached to or logically linked to the document and executed by a Party with the intent to sign the Agreement, including e-mail or other electronic signatures, unless otherwise required by applicable laws.

This Agreement has been entered into on the date stated at the beginning of it by each Party's authorized representatives.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____