



Non-Disclosure Agreement

between **PKC Wiring Systems Oy**

Vihikari 10, 90440 Kempele, Finland

hereafter referred to as “PKC” or “MotherSON”

acting for itself and on behalf of its subsidiaries, affiliates and associated companies and on behalf of the following other affiliates of Samvardhana MotherSON Group as listed in Annex 1, all of which have agreed to be bound by the terms of this Agreement.

and

Company:	
Address:	

hereafter referred to as “Company”

acting for itself and on behalf of the following of its subsidiaries, affiliates and associated companies as listed in Annex 1, all of which have agreed to be bound by the terms of this Agreement.

The Parties intend to discuss a potential commercial relationship regarding:

Purpose:	To cooperate in the area of To purchase parts from the Company
Effective Date: (Day/Month/Year)	DAY/ MONTH / YEAR

Preamble

- (A) The Parties intend to discuss a potential commercial relationship regarding on the first page mentioned Purpose.

("Contractual Subject Matter")
- (B) Already prior to the conclusion of such agreement the Parties will disclose to each other certain technical, commercial and operational and other information and know-how and each Party will provide the same to the other Party which constitute confidential business secrets for each Party which shall also be kept secret by the other Party. These business secrets have neither been known nor been available to the other party in whole or in detail, are of economic value, are subject to appropriate secrecy, and there is a legitimate interest in secrecy.
- (C) PKC is part of the Samvardhana Motherson Group of companies and for purposes of this Agreement, PKC shall also include its subsidiaries, affiliates and associated companies to the extent they either disclose or receive Confidential Information under this Agreement or in the context of the Contractual Subject Matter.

For these purposes the Parties enter into the following

Agreement

1. Confidentiality

- 1.1 Each Party will disclose ("Disclosing Party") to the other Party ("Receiving Party") certain business secrets and other confidential information of a commercial and technical nature (hereafter "Information"). "Information" also comprises the know-how that one Party discloses to the other Party.

"Know-how" for these purposes are those inventions, data, tools, prototypes, drawings, specifications, testing results and all other ideas, concepts and services of Motherson's improving technologies in physical or any other form (including but not limited to drawings, other graphic designs, magnetic and other data carriers, working instructions and testing instructions), and any ideas, concepts or services of each Party or of third parties which are disclosed by one Party vis-à-vis the other Party always provided that none of the aforementioned are protected by patents or other intellectual property rights. No obligation for the disclosure of certain Information shall result here from.

Parties agree that any such disclosed Information is confidential ("Confidential Information"), regardless of whether it is electronically transmitted, verbally disclosed or whether it comes to the attention of the other Party by other means, if it is either

- a) expressly or indirectly marked or designated as confidential by the disclosing Party; or
- b) presumed to be confidential or is confidential by reason of its nature; or
- c) when verbally disclosed, summarized by the Disclosing Party in a document that has been designated accordingly and that the other Party receives within thirty (30) days; the other Party shall bring any objections to the document in writing within thirty (30) days after its receipt.

- 1.2 Each Party undertakes to
- keep the Confidential Information disclosed by the other Party (the “Disclosing Party”) strictly secret and not use it for any other purposes than those referred to in the Preamble regarding the Contractual Subject Matter;
 - keep the disclosed Confidential Information secured and not disclose it or otherwise make it accessible to any third parties. Affiliated Companies of the Partners insofar as they are not competitors to the disclosing Partner, as well as employees of the Partners and their Affiliated Companies, are not considered third parties
 - not copy or duplicate the Confidential Information unless this is necessary to fulfill the purpose stated in the Preamble
 - not reverse engineer any of the Confidential Information without the prior written consent of the Disclosing Party
- 1.3 The obligations referred to in Clause 1.2 of this Agreement do not apply provided and to the extent that the Party receiving the Confidential Information (the “Receiving Party”)
- uses the Confidential Information exclusively for the performance and within the scope of the agreement to be concluded separately with the other Party regarding the Contractual Subject Matter referred to in the Preamble and
 - passes the Confidential Information exclusively to those of its employees who need to know the Confidential Information in connection with the Contractual Subject Matter. This exception to Clause 1.2 shall only apply, however, if the employees are obliged to fulfill the obligations in this Agreement in the same scope as the Parties; this shall apply within the framework of legal possibilities also following the end of the legal relationships pursuant to which the employee is bound to the relevant Party.
- 1.4 The obligations pursuant to Clause 1.2 of this Agreement do not apply to any Confidential Information,
- which becomes or has become publicly known without any breach of obligation by the Receiving Party or any other person entitled to their knowledge;
 - which the Receiving Party receives or has received from a third party in a legally valid way;
 - which is known already at the time of the conclusion of this Confidentiality Agreement to the Receiving Party independently of the Disclosing Party and without the use of the Confidential Information. This exception to the confidentiality obligation shall only apply if the Receiving Party objects to its confidentiality obligation immediately on the disclosure of the Confidential Information by the Disclosing Party to it;
 - which is to be disclosed to third parties on account of statutory obligations or an indisputable judicial decision. This exception to Clause 1.2 shall only apply, however, if the Party subject to such statutory disclosure obligation informs the other Party hereof immediately in writing and employs its best efforts to limit the disclosure to the statutory minimum disclosure requirements.

- which was independently developed by employees of the receiving party who at no time had any contact with or access to such Confidential Information and who in no way used or relied on such Confidential Information.

1.5 Each Party undertakes to keep the Confidential Information secret with at least the same degree of diligence and care which it employs in its own affairs, in any event, however, with the diligence and care which is required in the ordinary course of business.

1.6 Regarding the existence of the preconditions set out in the above Clauses 1.3, 1.4 and 1.5 the Receiving Party shall have the burden of substantiation and proof.

2. Documents

2.1 Documents and other data carriers which comprise Confidential Information for the purposes of this Agreement and which have been disclosed by the Disclosing Party to the Receiving Parties or which have been made available to the Receiving Party otherwise are and shall remain the property of the Disclosing Party and nothing in this Agreement shall be construed as granting to the Receiving Party any rights by license or otherwise in any Confidential Information.

2.2 Upon termination of the business relationship between the Parties or upon termination of the contract comprising the Contractual Subject, the Receiving Party shall return to the Disclosing Party or destroy any and all copies of Confidential Information. However, the foregoing shall not be applicable in regard to any information or documents which are required to be retained as per statutory retention requirements.

2.3 The destruction of electronically-stored Confidential Information is to be performed through the complete and irrevocable deletion of the files or the irreparable destruction of the data carrier. Notwithstanding the foregoing, this obligation shall not be applicable in relation to Confidential Information whose destruction is not technically possible because it has been stored as a result of the Receiving Party's routine automated computer system back-up process and to which access is not readily possible. Any Confidential Information retained under this paragraph shall continue to be held in compliance with the terms hereof.

2.4 At the request of the Disclosing Party, the Receiving Party shall confirm in writing that it has completely returned and/or destroyed all Confidential Information in accordance with the provisions of this Section 2.

3. Term of the Agreement

This Confidentiality Agreement shall enter into force upon its signature by both Parties and shall continue in force until 5 years from the Effective Date of this NDA. The confidentiality obligation shall continue for a period of three years from the termination of this Confidentiality Agreement.

4. Penalty

Each Party undertakes to pay to the other Party for each case of a culpable breach of the confidentiality obligation pursuant to Clause 1 a penalty in the amount of EUR 10,000. Further claims remain unaffected.

Each Party is aware that any breach of operational or business secrets is a criminal offence according to local legal requirements.

5. Intellectual Property Rights

Neither this Confidentiality Agreement nor any disclosure of Confidential Information pursuant to this confidentiality agreement constitutes any license on copyrights or any other intellectual property rights of the Disclosing Party or third parties and does not comprise any warranty to the effect that the Confidential Information are not in breach of any copyrights or intellectual property rights of third parties.

6. Miscellaneous Provisions

- 6.1 Changes to this Confidentiality Agreement require written form in order to be valid. This applies also to the change of this requirement for written form. Ancillary agreements to this Confidentiality Agreement have not been concluded.
- 6.2 Any rights under or pursuant to this Confidentiality Agreement must not be transferred to any third party without the prior written consent of the other party.
- 6.3 If any provision of this Confidentiality Agreement is invalid or unenforceable or should it so become or should there be a gap in the contract, the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 6.4 Delivery of this Agreement shall be legally effective if made in hard copy, by fax or in electronic form via email in counterparts. In the event of fax or pdf signatures, such signatures shall be deemed to constitute original signatures.
- 6.5 This Confidentiality Agreement is subject to the laws where the registered seat of MotherSON or the MotherSON concerned affiliate, as the case may be, is located.
- 6.6 Exclusive place of jurisdictions for all disputes arising out of or in connection with the Confidentiality Agreement is the competent Commercial Court where the registered seat of MotherSON or the MotherSON concerned affiliate, as the case may be, is located. MotherSON is, however, entitled to take action against Company in any other statutory place of jurisdiction.

Kempele,

PKC Wiring Systems Oy |

 Younes Saadi
 President PKC Wiring Systems
 Europe & South America

 Matti Yli-Olli
 Vice President, Finance PKC Wiring Systems
 Europe & South America |

Place:....., Date:.....

Company

 Name:
 Titel:

 Name:
 Titel: |

Annex 1 – List of participating companies

Name:	PK Cables do Brasil Ltda
Address:	Campo Alegre, State of Santa Catarina, in the Rodovia SC 301, 4195, Fragoso, Zip Code 89.294-000

Name:	PKC Eesti AS
Address:	Lõõtsa 8, 11415 Tallinn, Estonia

Name:	PKC SEGU Systemelektrik GmbH
Address:	Am Eisberg 14, D-36456 Barchfeld, Germany

Name:	PKC Group Lithuania UAB
Address:	J. Janonio g. 4, LT-35101 Panevezys, Lithuania

Name:	PKC Group Poland Sp. z.o.o
Address:	Ul. Radomska 86, 27-200 Starachowice, Poland

Name:	PKC Wiring Systems Llc
Address:	Šalinačka bb, 11300 Smederevo, Serbia

Name:	MotherSON PKC Harness Systems FZE-LLC
Address:	Plot No. 57D, Al Hamra Industrial Zone – FZ PO Box 54522, Ras Al Khaimah, United Arab Emirates

Name:	
Address:	