



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”), effective as of [Select Effective Date] (“Effective Date”), is entered into by and between [Enter Supplier Company Name], a [Select Entity Type] organized under the laws of the State of [Enter State and Country of domicile] with its principal place of business located at [Enter Supplier business address] (“Company”) and [Enter Motherson Company Name], a [Select Entity Type] organized under the laws of the State of [Enter State and Country of Domicile] with its principal place of business located at [Enter Motherson company business address] (“Motherson”). Company and Motherson are referred to throughout this Agreement individually as “Party” or “party” and collectively as “Parties” or “parties”.

WHEREAS, the Parties are considering entering into a business relationship related to [Enter a brief description of the transaction purpose (for example: Company providing certain services to Motherson)] (the “Transaction”); and

WHEREAS, a Party (“Disclosing Party”) may disclose to the other Party (“Recipient”) certain information and the Disclosing Party desires to protect and preserve the confidentiality of such information;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) “Affiliate” means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by or under common Control with such Person, where “Control” and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(b) “Confidential Information” means all information, data, documents, agreements, files and other materials, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is obtained from or disclosed by the Disclosing Party or its Representatives related to the Transaction before, on, or after the Effective Date, including, without limitation, all analyses, compilations, reports, forecasts, studies, samples and other documents prepared by or for the Recipient which contain or otherwise reflect or are generated from such information, data, documents, agreements, files or other materials, technical or non-technical data, formulas, inventions, discoveries, designs, notes, documents, compilations, research, compositions, computer programs, devices, methods, techniques, trade secrets, mask works, drawings, processes, prototypes, models, samples, methods of manufacture, financial data, customer specific information, supplier specific information, cost information, vendor terms, contract data, pricing data, Disclosing Party’s financial information, sources of supply, personnel data,



production and sales information, and marketing plans and strategies, whether or not commercially valuable or capable of patent, trademark, service mark, or copyright protection under the laws of the United States or any state. The term “Confidential Information” as used herein does not include information that: (i) at the time of disclosure or thereafter is generally available to and known by the public, other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement, (ii) was or becomes available to the Recipient without an obligation of confidentiality from a source other than the Disclosing Party or its Representatives, provided that such source, to Recipient’s knowledge after reasonable inquiry, is not and was not bound by a confidentiality agreement regarding the Company or its Affiliates or otherwise prohibited from disclosing such information by a legal, contractual or fiduciary obligation, or (iii) has been independently acquired or developed by the Recipient without reference to Confidential Information or violation of its obligations under this Agreement. The Recipient shall have the burden of proving by clear and convincing evidence that one of the exceptions under this Section 1(b) applies.

(c) “Person” means any individual, limited or general partnership, limited liability company, corporation, association, trust, member of a joint venture entity or other entity.

(d) “Representatives” means, as to any Person, such Person’s Affiliates, and its and their respective directors, officers, employees, managing members, general partners, agents, consultants, attorneys, financial advisors and accountants.

Other terms not specifically defined in this Section 1 shall have the meanings given them elsewhere in this Agreement.

2. Use and Disclosure of Confidential Information. The Recipient shall keep the Confidential Information strictly confidential and shall not use the Confidential Information for any purpose other than to evaluate, negotiate or consummate the Transaction. Without the prior written consent of the Disclosing Party, the Recipient shall not disclose or permit its Representatives to disclose any Confidential Information to any Person, except: (a) if required by law or pursuant to any requirement, request or process of any legal, regulatory, or governmental authority, but only in accordance with Section 5; (b) to Recipient’s Representatives, to the extent necessary to permit such Representatives to assist the Recipient in evaluating, negotiating or consummating the Transaction, provided that the Recipient shall inform its Representatives of the terms of this Agreement and instruct them to comply with its terms; or (c) to bona fide third-party institutional lenders who are or may be engaged to provide debt financing to the Recipient or its Affiliates related to the Transaction, but only upon prior written notification to and written consent by Disclosing Party. The Recipient shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information of which the Recipient has become aware. The Recipient shall be liable for any breach of this Agreement by any of its Representatives as if the act or omission giving rise to such breach had been committed by Recipient.

3. Nondisclosure of Transaction Information. Except for such disclosure as is necessary not to be in violation of any applicable law, regulation, order or other similar

requirement of any governmental, regulatory or supervisory authority, the Recipient shall not, and shall not permit any of its Representatives to, without the prior written consent of the Disclosing Party, disclose to any Person other than Recipient and its Representatives: (a) the fact that the Confidential Information has been made available to it or any of its Representatives or that it or any of its Representatives has received or inspected any portion of the Confidential Information; (b) the existence or contents of this Agreement; (c) the fact that investigations, discussions or negotiations are taking or have taken place concerning the Transaction, including the status thereof; or (d) any terms, conditions or other matters relating to the Transaction ((a), (b), (c) and (d), collectively referred to herein as “Transaction Information”).

4. No Representations or Warranties; No Other Obligation. The Recipient understands and agrees that neither the Disclosing Party, nor any of its Representatives: (a) have made or make any representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of the Confidential Information; or (b) shall have any liability hereunder to the Recipient or its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. The parties agree that unless and until a definitive agreement between the Disclosing Party and the Recipient or one or more of their respective Affiliates has been executed and delivered with respect to the Transaction, neither the Disclosing Party nor any of its Representatives will be under any legal obligation of any kind whatsoever with respect to the Transaction, including any obligation to (i) consummate the Transaction; (ii) conduct or continue discussions or negotiations; or (iii) enter into or negotiate a definitive agreement. The Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by the Recipient or on its behalf with regard to the Transaction, to suspend or terminate discussions and negotiations with the Recipient at any time, or to enter into any agreement with any other Person without notice to the Recipient or any of its Representatives, at any time and for any reason or no reason.

5. Required Disclosure. If the Recipient or any of its Representatives is required to disclose any Confidential Information or Transaction Information by law or regulation or pursuant to any requirement, request, or process of any legal, regulatory, or governmental authority, the Recipient shall: (a) take all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information or Transaction Information, including requesting that the Confidential Information or Transaction Information not be disclosed to non-parties or the public; (b) to the extent legally permitted, give the Disclosing Party prompt prior written notice of such request or requirement so that the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (c) cooperate with the Disclosing Party, at the Disclosing Party’s sole cost and expense, to obtain such protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Recipient or such Representatives to whom such request is directed shall furnish only that portion of the Confidential Information or Transaction Information which, on the advice of the Recipient’s counsel, is legally required to be disclosed and, upon the Disclosing Party’s request, use its commercially reasonable efforts to obtain assurances that confidential treatment will be given to such information.

6. Return or Destruction of Confidential Information. Upon termination of this Agreement, the Recipient shall promptly, and in any event no later than five (5) days after such

event, return all Confidential Information, including all copies, extracts or other reproductions, to the Disclosing Party or, in Disclosing Party's sole discretion, certify in writing to the Disclosing Party within such time frame that such Confidential Information, including any Confidential Information held electronically, has been destroyed.

Notwithstanding the foregoing, (a) neither the Recipient nor any of its Representatives shall be required to destroy any electronic copy of any Confidential Information that is created pursuant to such Person's standard electronic backup and archival procedures if (i) personnel whose functions are not primarily information technology in nature do not have access to such retained copies; and (ii) personnel whose functions are primarily information technology in nature have access to such copies only as reasonably necessary for the performance of their ordinary course information technology duties (e.g., for purposes of system recovery); and (b) the Recipient and its Representatives may each retain (i) one copy of any Confidential Information to the extent required to defend or maintain any litigation relating to this Agreement or the Confidential Information, or to comply with established document retention policies; and (ii) such copies of the Confidential Information to the extent required to comply with requirements of applicable law, regulation or rule or any requirement or request of any legal, regulatory, governmental or supervisory authority; and (c) neither the Recipient nor any of its Representatives shall be required to destroy any proprietary financial analyses or models prepared by the Recipient or its Representatives in connection with the evaluation of the Transaction so long as all Confidential Information is deleted from all such financial analyses and models; provided, however, that the Recipient and its Representatives shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information and Transaction Information. Notwithstanding the return or destruction of Confidential Information, the Recipient and its Representatives shall continue to be bound by their obligations under this Agreement in accordance with Section 9.

7. Remedies. The parties agree that money damages would not be a sufficient remedy for breach of this Agreement by the Recipient and that, in addition to all other remedies it may be entitled to, the Disclosing Party shall be entitled to seek performance and injunctive or other equitable relief as a remedy for any such breach without the requirement for the securing or posting of any bond or other security by the Disclosing Party. The Recipient further agrees that it will not oppose the granting of such relief on the basis that the Disclosing Party has an adequate remedy at law and that it will pay all reasonable attorneys' fees and costs that the Disclosing Party may incur if it prevails in any action to enforce this Agreement.

8. No Waiver of Privilege. To the extent that any Confidential Information includes materials subject to attorney-client privilege or attorney-work product doctrine, neither the Disclosing Party nor any of their Affiliates is waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any Confidential Information, including Confidential Information related to pending or threatened litigation, to the Recipient or any of its Representatives.

9. Term; Termination; Survival of Obligations. The term of this Agreement shall begin on the Effective Date and terminate two (2) years after the Effective Date. Either Party



may terminate this Agreement by thirty (30) days' written notice to the other Party. The provisions of Sections 2, 3, 7, and 8 of this Agreement shall survive any termination of this Agreement for two (2) calendar years after the date of such termination.

10. Terms of This Agreement Control. The terms of this Agreement shall control, in the event of any conflict between them, over any additional confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which the Recipient or any of its Representatives is granted access in connection with the evaluation, negotiation or consummation of the Transaction, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions. The Recipient's and its Representatives' confidentiality obligations with respect to Confidential Information are exclusively governed by this Agreement and may not be enlarged except by a written agreement that is hereafter executed by each of the parties hereto.

11. Governing Law. All matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation the validity, interpretation, construction, performance, and enforcement of this Agreement, shall be governed by and construed in accordance with the laws of the State of [Enter State and Country], excluding (a) conflicts of laws rules, (b) the United Nations' Convention on Contracts for the International Sale of Goods, and (c) the Unidroit Principles of International Commercial Contracts.

12. Jurisdiction. Any dispute between the parties relating to the validity, performance, interpretation or construction of this Agreement that cannot be resolved amicably between the parties shall be submitted to the exclusive jurisdiction of the state or federal courts located in [Enter County, State, and Country]. Each party to this Agreement irrevocably submits to the personal jurisdiction of the courts in [Enter County, State, and Country] for the resolution of all such disputes and agrees that venue shall be proper in the [Enter County, State, and Country].

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing in English and shall be deemed to have been given: (a) when delivered by hand with written confirmation of receipt; (b) when received by the addressee if sent by a nationally recognized overnight courier receipt requested; (c) on the date sent by facsimile or email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set out on the first page of this Agreement or to such other address that may be designated by a party from time to time in accordance with this Section.

14. Entire Agreement; Amendments. This Agreement sets forth the entire agreement between the parties regarding the Confidential Information and all other subject matters set forth herein, and supersedes all prior negotiations, understandings and agreements on such matters. No provision of this Agreement may be modified, waived or changed except by a writing signed by the parties hereto. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation or warranty other than those expressly set out in this Agreement.



15. Costs. Except as expressly provided in this Agreement, each party shall bear and pay its own costs, fees and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and its evaluation and review of the Confidential Information.

16. Severability. If any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provision as applied to other Persons, places or circumstances shall remain in full force and effect.

17. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the non-assigning party. Any purported assignment without such consent shall be void and unenforceable. Any purchaser of the Company or all or substantially all of the assets of the Company shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

18. Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Independent Contractors. The parties are independent contractors. This Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between the Parties, and nothing contained in this Agreement shall be construed to make either party an agent, partner, representative or principal of the other for any purpose. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

COMPANY

[ENTER COMPANY NAME]

By: _____

Name: [Enter Name]

Title: [Enter Title]

MOTHERSON

[ENTER MOTHERSON NAME]

By: _____

Name: [Enter Name]

Title: [Enter Title]