

## **CONFIDENTIALITY AGREEMENT**

**THIS CONFIDENTIALITY AGREEMENT** is effective this May 13, 2015 by and between DAYCO PRODUCTS, LLC (and applicable to all of its affiliates and subsidiaries), a limited liability company of the State of Delaware (hereinafter referred to as "DAYCO PRODUCTS") and JOTECH S DE EL DE CV Company (hereinafter referred to as "Recipient").

**WHEREAS**, DAYCO PRODUCTS, LLC represents that it now has, or may in the future develop or acquire, certain ideas, concepts, data, or other information concerning DAYCO PRODUCTS, LLC and/or its affiliates and subsidiaries, which in whole or in part is or will be considered by DAYCO PRODUCTS, LLC to be proprietary and confidential, including but not limited to financial and commercial information, business concepts, prices and pricing methods, marketing and customer information, financial forecasts and projections, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know-how, development efforts, and product information (hereinafter agreed to as "DAYCO PRODUCTS, LLC CONFIDENTIAL INFORMATION").

**WHEREAS**, RECIPIENT represents that it now has, or may in the future develop or acquire, certain ideas, concepts, data, or other information concerning RECIPIENT and/or its affiliates and subsidiaries, which in whole or in part is or will be considered by RECIPIENT to be proprietary and confidential, including but not limited to financial and commercial information, business concepts, prices and pricing methods, marketing and customer information, financial forecasts and projections, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know-how, development efforts, and product information (hereinafter agreed to as "RECIPIENT CONFIDENTIAL INFORMATION").

**WHEREAS**, DAYCO PRODUCTS, LLC and RECIPIENT are desirous of exploring the possibility of entering into a new business relationship with each other and DAYCO PRODUCTS, LLC is willing to provide RECIPIENT with access to DAYCO PRODUCTS, LLC Confidential Information, and RECIPIENT is willing to provide DAYCO PRODUCTS, LLC access to RECIPIENT Confidential Information, all in order to aid DAYCO PRODUCTS, LLC and RECIPIENT in reaching a decision concerning such potential or continued contractual arrangement(s).

**NOW, THEREFORE**, in consideration of the premises, and the mutual covenants contained herein, the parties agree as follows:

1. The DAYCO PRODUCTS, LLC Confidential Information and the RECIPIENT Confidential Information may sometimes hereinafter be referred to as "Confidential Information".
2. This Agreement provides only for the handling and protecting of Confidential Information and shall not be construed as a teaming, joint venture, or other such arrangement.

3. The receiving party shall take all reasonable steps to preserve any and all Confidential Information received from the disclosing party pursuant to this Agreement. The receiving party will disclose the Confidential Information only to those employees, agents and consultants whose work requires such disclosure and who have agreed in writing to maintain such Confidential Information in confidence. The receiving party shall not otherwise use, copy or disclose (either internally or to third parties) such Confidential Information.
4. Notwithstanding any other provisions of this Agreement, the receiving party shall not be liable for disclosure of any Confidential Information of the disclosing party and the non-use obligations shall not apply to any such Confidential Information if the same:
  - a. is not identified as Confidential Information in accordance with this Agreement, or
  - b. is now in or hereafter comes into the public domain without breach of this Agreement and through no fault of the receiving party, or
  - c. is properly and lawfully known to the receiving party prior to the effective date of this Agreement without an obligation of confidentiality to the other party, or
  - d. is disclosed by the receiving party with the written approval of the disclosing party, or
  - e. subsequent to disclosure hereunder, is lawfully received by the receiving party from a third party whose rights therein are without any restriction to disseminate the Confidential Information, or
  - f. is developed by employees, agents, or consultants of the receiving party independently of and without reference to any Confidential Information of the disclosing party, or
  - g. is communicated by the disclosing party to a third party free of any obligation of confidence.
5. The disclosure of DAYCO PRODUCTS, LLC Confidential Information by DAYCO PRODUCTS, LLC to RECIPIENT and the disclosure of RECIPIENT Confidential Information by RECIPIENT to DAYCO PRODUCTS, LLC shall not result in any obligation on the part of either party to enter into any future agreement relating to such Confidential Information or to undertake any other obligation not set forth in a written agreement signed by the parties hereto. Neither the execution and delivery of this Agreement nor the delivery of any Confidential Information hereunder shall be construed as granting by implication, estoppel or otherwise, any right in or license under any present or future invention, trade secret, trademark, copyright, or patent, now or hereafter owned or controlled by either party hereto.

6. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party, and, unless sooner terminated, shall automatically terminate twelve (12) months from the effective date hereof. However the receiving party's obligation to protect previously received Confidential Information shall survive for two (2) years from the date of receipt of such Confidential Information.

7. This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; except that either party may assign this Agreement to a successor, affiliate or subsidiary company without the prior written consent of the other party, provided that appropriate written notice is given to such other party.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York USA without reference to its conflict of law or choice of law rules.

9. The Agreement contains the entire understanding relative to the protection of the type of Confidential Information covered by this Agreement and supersedes all prior and collateral communications, reports, and understandings, if any, between the parties regarding such Confidential Information. No modifications, or additions to any provision hereof shall be binding unless in writing and signed by the parties. This agreement shall apply in lieu of and notwithstanding any specific terms contained in any legend or statement associated with any particular Confidential Information exchanged, and the duties of the parties shall be determined exclusively by the terms and conditions herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**RECIPIENT**

**DAYCO PRODUCTS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: JUAN M. AGUIRREZABAL

Name Printed: JORGE HERNANDEZ

Title: \_\_\_\_\_  
(Authorized Representative)

Title: FINANCE MANAGER