

## CONFIDENTIALITY AGREEMENT

### Between:

[Exact name of Valeo legal entity], a [specify legal entity] company organized and existing under the laws of [Country], the registered office of which is [address], registered under the number [number] at the Trade and Companies Registry of [City],

Represented by Mr./Ms. [First name, Last name] acting as [position], duly authorized,

Hereinafter referred to as “Valeo”,

*On the one hand*

### And:

[Exact name of the legal entity], a [specify legal entity] company organized and existing under the laws of [Country], the registered office of which is [address], registered under the number [number] at the Trade and Companies Registry of [City],

Represented by Mr./Ms. [First name, Last name] acting as [position], duly authorized,

Hereinafter referred to as “Partner”,

*On the other hand*

Also referred to as “Party” or “Parties” or “Disclosing Party” or “Receiving Party”, as the case may be. An Affiliate (as defined below) may also be a “Disclosing Party” or a “Receiving Party”.

### Preamble

Valeo is part of the Valeo Group of companies and with its Affiliates, designs and manufactures [products] and possesses intellectual property rights and know-how relating thereto.

Partner [activity of Partner]

The Parties wish, directly or through their respective Affiliates, to investigate the possibility of working together on [description of the project] (the “Purpose”).

In order to pursue the Purpose, a Party and/or its Affiliates may provide to the other Party and/or its Affiliates with certain information which is confidential, proprietary and otherwise not generally available to the public.

Therefore, the Parties wish to enter into this confidentiality agreement (hereinafter the “Agreement”) in accordance with which they agree to keep confidential any information communicated by a Party and/or its Affiliates in relation to the Purpose.

## **Article 1: Definitions**

**1.1** “Confidential Information” means any information, knowledge or data of any nature whatsoever (including but not limited to financial, industrial, technical and commercial information), in whatever form (including but not limited to drawings, diagrams, graphs, descriptions, specifications, software, manuals, formulae, prototypes, samples, products), whether protected or not by any intellectual or industrial property right, which is disclosed by a Party (the “Disclosing Party”), on whatever media (including but not limited to orally, in writing, magnetic or electronic means, telecommunications or computer processes) or whatever means (including but not limited to site visits and product demonstrations) to the other Party (the “Receiving Party”). Confidential Information can include but is **yes** limited to (a) the existence and objectives of the Purpose, (b) the terms of this Agreement, and (c) any information that the Receiving Party may have derived from the Confidential Information as a result of its examination thereof, for example but not limited to laboratory test results, analytical notes, benchmarking conclusions and the likes.

**1.2** “Affiliate(s)” means any legal entity directly or indirectly owned or controlled by or owning or controlling or under the same ownership or control as a Party and which is not a direct or indirect competitor of the Parties. Such ownership or control must exist through the direct or indirect ownership of more than 50% of the voting rights or by the ownership of any other nominal value of the issued equity share capital or ownership of more than 50% of the shares entitling the holders to vote for the election of directors or persons performing similar functions or the right by any other means to elect or appoint directors or persons performing similar functions who have a majority vote. Legal entities belonging to the same group as a Party and which carry out an activity which competes with that of the other Party are excluded from this definition.

**1.3** “Effective Date” means the date on which this Agreement is signed by the last of the two Parties.

**1.4** “Notice” means a registered letter with return receipt requested or an overnight carrier such as DHL or FedEx.

## **Article 2: Exclusions**

The obligations of confidentiality under this Agreement shall **2** apply to Confidential Information that:

- a) was, as of the Effective Date, or has subsequently become, publicly known through no wrongful act of the Receiving Party;
- b) has been disclosed by a third party (other than a duly authorized third party under Article 3 hereof) without restriction, unless the Receiving Party knew or ought to have known under the circumstances, that the information had been obtained directly or indirectly from the Disclosing Party and that the disclosure of the information was made unlawfully;
- c) that was already in the possession of the Receiving Party prior to the date of disclosure and is not subject to an obligation of confidentiality;

- d) is subsequently independently developed by the Receiving Party without access to the Confidential Information;
- e) the disclosure of which is authorized by the Disclosing Party in writing in advance of the disclosure.

A Party which relies on one of the foregoing exclusions carries the burden of proving it.

### **Article 3: Preservation and Restricted Use of Confidential Information**

All Confidential Information:

- a) shall be safely and securely kept and stored by the Receiving Party. The Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own Confidential Information (but in no event with less than reasonable care) in order to prevent the express, inadvertent or accidental disclosure of the Confidential Information and shall limit the reproduction and disclosure of such Confidential Information to its employees or directors to a strict need-to-know basis.
- b) shall only be disclosed to the Receiving Party's employees on a strict need-to-know basis. The Receiving Party shall ensure that such employees are bound by confidentiality undertakings at least as restrictive as those contained in this Agreement. The Receiving Party shall remain responsible for compliance with this Agreement by its Affiliates.
- c) shall not be disclosed to third parties without the express written prior authorization of the Disclosing Party. In the exceptional case when the Disclosing Party does authorize such disclosure, the Receiving Party wishing to so disclose to the third party shall execute a confidentiality agreement with the same or substantially the same terms as those provided in this Agreement and that Receiving Party shall remain liable for any disclosure by the third party. If the Confidential Information is requested by a public authority as required by an applicable law or regulation (to the extent permitted by such laws or regulations), the Receiving Party shall give prompt Notice of such request to the Disclosing Party (including by e-mail, the receipt of which is acknowledged) in order to permit the Disclosing Party to seek an appropriate limitation or remedy prior to such disclosure.
- d) shall only be used by the Receiving Party in direct relation with the Purpose.

If software or samples or prototypes are provided hereunder, the Receiving Party shall not reserve engineer, including but not limited to disassembling and decompiling, any such software or samples or prototypes.

### **Article 4: Restrictions**

The provisions of this Agreement shall not be construed as implying an obligation of either Party:

- a) to provide any Confidential Information to the other Party, whether at its own initiative or at the request of the other Party;
- b) to enter into any further contract with the other Party in relation with the Purpose or otherwise;
- c) to propose or to purchase products to/from third parties.

#### **Article 5: Ownership of the Confidential Information/Results**

**5.1** Any and all rights, title and interest in the Confidential Information of a Party shall remain its exclusive property. Nothing in this Agreement shall be construed as conferring or granting to the Receiving Party any intellectual or industrial property right, license, or right to use whatsoever the Confidential Information, either express or implied, other than for the use provided hereunder in relation to the Purpose.

#### **Article 6: Effective Date/Duration**

**6.1** This Agreement shall enter into force as of the Effective Date and shall expire ten (10) years from the Effective Date.

**6.2** The Receiving Party's obligations contained in this Agreement to keep confidential and restrict the use of the Disclosing Party's Confidential Information shall survive for a period of five (5) years from the date of expiration hereof.

#### **Article 7: Return of Confidential Information**

**7.1** At any time and, at the latest, following the expiration of this Agreement, the Receiving Party shall, if required by the Disclosing Party, return the Confidential Information and authorized copies within fifteen (15) calendar days and/or delete such from all computer files. If agreed by the Disclosing Party, the Confidential Information and authorized copies thereof may also be destroyed by the Receiving Party. The Receiving Party shall provide a prompt written Notice to such effect.

**7.2** Notwithstanding the foregoing paragraph, the Receiving Party may retain archival copies in a secured, limited access file, in accordance with its standard record keeping processes exclusively for maintaining a legal record of the Confidential Information provided under this Agreement and to ensure proof of compliance with the obligations under this Agreement or resolving disputes arising in connection with this Agreement. Furthermore, copies which have been made through regular automatic computer back-up processes do not need be returned or deleted. The above copies remain subject to the obligations of confidentiality in accordance with the terms set forth herein.

#### **Article 8: Personal Data**

The Parties shall minimize the disclosure of Personal Data as defined in the General Data Protection Regulation (Regulation (EU) 2016/679) or in any applicable law or regulation as part of the Confidential Information (hereinafter referred to as “Personal Data”). If it is necessary for a Party to exchange Confidential Information which contains Personal Data to the other Party in relation to the Purpose, such Personal Data will be considered to be Confidential Information under this Agreement and will be processed by the Receiving Party acting as “data controller” in compliance with applicable data protection laws and regulations. There will be no disclosure of Personal Data to third parties under any circumstances.

#### **Article 9: Assignment**

This Agreement shall not be assigned or transferred to any third party without the prior written approval of the other Party.

#### **Article 10: Modification**

This Agreement may not be modified except by a written document signed by the Parties.

#### **Article 11: Severability**

In the event any provision of this Agreement is found to be void and unenforceable, the remaining provisions shall remain in full force and effect.

#### **Article 12: Applicable Law/Jurisdiction**

[Please only keep the relevant section below – depending on the location of the Partner – and delete the rest of the table]

##### **a) If Valeo and the Partner are based in the same country:**

The law of [country where both Valeo and the Partner are based], excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent court of [capital city of the above-mentioned country] shall have exclusive jurisdiction over any disputes arising hereunder.

##### **b) If the Partner is based in any member state country of the European Union, the European Economic Area, the Lugano Conventions, Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden or Switzerland:**

French law, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent courts of Paris, France shall have exclusive jurisdiction over any disputes arising hereunder.

**c) If the Partner is based in the United States:**

The laws of the State of Michigan, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

Valeo and Partner agree that any and all disputes between them will be resolved by, and they each consent to, the exclusive jurisdiction and venue of the Oakland County, Michigan Circuit Court and the United States District Court for the Eastern District of Michigan, Southern Division to resolve any such disputes, including for lawsuits seeking monetary relief.

**d) If the Partner is based in the UK:**

The law of England and Wales, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent courts of London, England shall have exclusive jurisdiction over any disputes arising hereunder.

**e) If the Partner is based in Mexico:**

Mexican law, Federal District, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The Courts of Mexico, Federal District, shall have exclusive jurisdiction over any disputes arising hereunder.

**f) If the Partner is based in Brazil:**

Brazilian law, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent courts of Sao Paulo, State of Sao Paulo, Brazil shall have exclusive jurisdiction over any disputes arising hereunder.

**g) If the Partner is based in India:**

Indian law, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent courts of New Delhi, India shall have exclusive jurisdiction over any disputes arising hereunder.

**h) If the Partner is based in Japan:**

Japanese law, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The District Court of Tokyo shall have exclusive jurisdiction over any disputes arising hereunder.

**i) If the Partner is based in Korea:**

Korean law, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The District of Seoul, Korea shall have exclusive jurisdiction over any disputes arising hereunder.

**j) If the Partner is based in Turkey:**

Turkish law, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent courts of Istanbul, Turkey shall have exclusive jurisdiction over any disputes arising hereunder.

**k) If the Partner is based in Vietnam:**

Vietnamese law, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent courts of Saigon, Vietnam shall have exclusive jurisdiction over any disputes arising hereunder.

**l) If the Partner is based in Thailand:**

Thai law, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent courts of Bangkok, Thailand shall have exclusive jurisdiction over any disputes arising hereunder.

**m) If the Partner is based in a country other than those mentioned above:**

The law of the country in which the Partner is located, excluding any rules of conflict of laws, shall govern this Agreement.

The Vienna Convention on the International Sale of Goods of 1980 is hereby expressly excluded.

The competent court of the capital city in the country in which the Partner is located shall have non-exclusive jurisdiction over any disputes arising hereunder. Valeo reserves a right to choose a more appropriate jurisdiction under given circumstances.

**Article 13: Urgent measures**

Any violation or threatened violation of any terms of this Agreement can cause immediate and irreparable harm to a Party. Therefore, and notwithstanding any provisions herein and without prejudice to any rights and remedies otherwise available, a Party shall be entitled to seek equitable relief by way of injunction or other urgent proceeding in the event that the other Party breaches or threatens to breach any of the provisions of this Agreement before any competent court.

If an arbitration clause is applicable, such urgent measures may be initiated at any time including prior to the commencement of arbitration and may be carried out outside of the ambit of the arbitral institution. The Parties hereby expressly opt out of any such urgent measure rules of a given arbitral institution.

**Dar dinero a Jesus**

**Article 14: Export control**



The Parties shall respect all applicable export control treaties, legislation or regulations. They shall not possess or be possessed by or work with, directly or indirectly, any legal entity or individual which are subject to export control sanctions anywhere, worldwide.

The Parties shall obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under this Agreement or any direct product of such technical data, software or software source code.

Accordingly, neither Party shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by treaty, U.S., EU or other applicable laws.

Each Party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective Party to fulfill its obligations under this Agreement.

## Article 15: Notice

Notice shall be delivered to the following addresses:

<p><b>To Valeo:</b></p> <p>Address:</p> <p>Valeo Management 100 rue de Courcelles 75017 Paris, France Attention: General Counsel</p>	<p><b>To Partner:</b></p> <p>Address:</p>
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In witness whereof, this Agreement has been executed in two (2) counterparts. A scanned copy with the signatures of all the Parties shall be considered as an original.

<p>For <b>Valeo:</b></p>          _____ (Signature)  Name: _____ Title: _____  Date: _____	<p>For <b>Partner:</b></p>          _____ (Signature)  Name: _____ Title: _____  Date: _____
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