

**BILATERAL NON-DISCLOSURE AGREEMENT**

The signatories of this agreement maintain a business relationship that may entail the exchange of information.

The undersigned hereby commit themselves mutually to treating all information received or to be received from the other party, either before or during the validity of this agreement, including but not limited to information regarding

- Existing and developing business
- Economic and personal issues
- Development, research, and planning data
- Bids, reactions to bids, tender documents and all related paperwork
- Components, parts, materials, and samples
- Drawings and computer simulation
- Electronic data, files, and other software
- Tests, test equipment, and test results
- Knowledge and skill gained, work results, expertise, and know-how, whether obtained orally or in written form

as strictly confidential even if it is not marked as such, to using this information exclusively for the intended project or collaboration, and to not revealing this information to third parties without explicit approval from the disclosing party.

The preceding list serves only exemplary purposes and, in the event of doubt, is not conclusive.

Third parties include particularly, but not exclusively, journalists and photographers, all employees and contractual partners of companies and organizations not belonging to L&P or 'Signatory' and all members of the public outside of the signatories' organisations, unless they have been expressly named as intended recipients.

The undersigned must ensure that all employees and any subcontractors engaged in the aforementioned project or collaboration agree to be bound by this agreement or are bound separately due to other nondisclosure agreements or working contracts with similar requirements.

Both parties – L&P and 'Signatory' – reserve the right to transfer any and all costs and penalties resulting from infringement of this agreement to the prevailing party.

Should specific contracts regarding the project or collaboration exist, then any penalties agreed in those contracts shall apply in the case of breaches of this agreement.



This non-disclosure agreement does not apply where information has been previously available in the public domain, has entered the public domain by publication or other means, has been made available by third parties demonstrably not directly or indirectly connected to L&P or 'Signatory', or has been independently developed by receiving party or its affiliates without use of disclosing party's information.

This non-disclosure agreement is valid from the time of signature and shall remain valid for a minimum of five years after completion of the project or collaboration that caused this agreement to be met, until the information and know-how exchanged during that collaboration becomes common knowledge or a until subsequent differing agreement is met.

All samples, documents, and drawings including copies and storage media that contain information or know-how relevant to the project or collaboration are to be returned to the disclosing party upon cessation of the collaboration, unsolicited, or within six days of the of the first request. Any assumed or implied rights of retention, for whatever reason, are hereby expressly denied.

The invalidity of one or several provisions of this agreement does not affect the validity of the remaining provisions or the agreement as a whole. In such cases, the signatories of this agreement will agree upon a valid provision which most closely meets the legal and economic intentions of the invalid provision.

The signatories agree that all conflicts resulting from this agreement shall be dealt with at the site of L&P in Nuremberg.

This Agreement shall be governed in accordance with the laws of Germany.

("L&P")  
L&P Automotive Headquarters GmbH



**AUTOMOTIVE  
EUROPE**

Signature (Company Stamp)

L&P Automotive Europe  
Headquarters GmbH  
FrankenCampus

Name in block capitals

Frankenstr. 150A  
D-90461 Nuremberg, Germany

Tel. +49 (0) 91 1 95 202-10

Function of signatory (title)

("Signatory")  
[Please insert registered company name]

Signature (Company Stamp)

Name in block capitals

Function of signatory (title)