

# Confidentiality And Non-Disclosure Agreement, Dated DAY<sup>th</sup> MONTH, YEAR

(the "AGREEMENT")

THIS AGREEMENT IS BETWEEN

(Company with full address)

INCORPORATED UNDER THE LAWS OF COUNTRY (REGISTRATION NUMBER :

HAVING ITS REGISTERED ADDRESS AT

WITH A PRINCIPAL OFFICE AT

(hereinafter "COMPANY")

AND

Aptiv Services Deutschland GmbH, Am Technologiepark 1; 42119 Wuppertal

INCORPORATED UNDER THE LAWS OF GERMANY (REGISTRATION NUMBER : HRB 21453)

HAVING ITS REGISTERED ADDRESS AT; SEE ABOVE

(hereinafter "APTIV")

(APTIV and COMPANY shall jointly be referred to as the "PARTIES" and individually referred to as a "PARTY")

## RECITAL

In connection with APTIV's radar sensors xx for the OEM's Models xx, APTIV is considering whether to use COMPANY as a source for RF Certification services, and/or information (the "SUPPLIES"). APTIV and COMPANY wish to cooperate in obtaining RF certification of APTIV's radar sensors xx for the OEM's Model xx, which is required for launching the product into the markets (the "PURPOSE").

## 1. CONFIDENTIAL INFORMATION

In this AGREEMENT and in performing the activities related to the PURPOSE, COMPANY may view, receive documents or hardware containing or otherwise become aware of any information, document, hardware or data relating to SUPPLIES, products, software, services and information relating to APTIV's business or which is otherwise related to the PURPOSE (the "CONFIDENTIAL INFORMATION"), including expressly, but not limited to, vendor sources, tooling, plant layout, manufacturing, machining and assembly processes, procedures and know-how, costs, component testing techniques, statistical process control techniques and quality control processes, which is disclosed whether in writing, orally or by any other means to COMPANY by APTIV.

For the avoidance of doubt, this shall exclude any part of such disclosed information or data which:

- a) is in or comes into the public domain in any way without breach of this AGREEMENT by COMPANY; or
- b) COMPANY can show:
  - i. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from APTIV and was not previously acquired by COMPANY from APTIV under an obligation of confidence; or
  - ii. to have been independently developed by or for COMPANY at any time without use of CONFIDENTIAL INFORMATION disclosed to it by APTIV or
  - iii. COMPANY obtains or has available from a source other than APTIV without breach by COMPANY or such source of any obligation of confidentiality or non-use towards APTIV; or
  - iv. is required to be disclosed by law provided that to the extent possible it gives APTIV prompt notice of such required disclosure.

## **2. HANDLING OF CONFIDENTIAL INFORMATION**

### **2.1 COMPANY shall:**

- a) maintain APTIVs Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which COMPANY applies to its own information, whether CONFIDENTIAL INFORMATION or other, which COMPANY warrants as providing adequate protection against unauthorized disclosure or access, copying or use;
- b) arrange proper and secure storage for CONFIDENTIAL INFORMATION which is in the form of documents, papers, computer disks, magnetic tapes or any other tangible form;
- c) ensure that disclosure of such CONFIDENTIAL INFORMATION is restricted to those of its employees or directors having the need to know the same for the PURPOSE and COMPANY shall ensure that any of such employees or directors who have access to CONFIDENTIAL INFORMATION under this AGREEMENT are aware of, understand, and abide by this AGREEMENT. Notwithstanding the foregoing, COMPANY shall at all times be liable for the failure of any director or employee to comply with the terms of this AGREEMENT;
- d) not disclose the CONFIDENTIAL INFORMATION, in whole or in part, to any third party;
- e) use the CONFIDENTIAL INFORMATION only for the PURPOSE;
- f) make no commercial use of the CONFIDENTIAL INFORMATION or any part thereof without the prior written consent of APTIV; and
- g) not make any press releases or other public announcement with regard to the subject matter hereof or the existence of this AGREEMENT without the prior written consent of APTIV and agreement on the medium, format and content of such press release.

2.2 Copies or reproductions of CONFIDENTIAL INFORMATION shall not be made except to the extent reasonably necessary for the PURPOSE and all copies made shall be the property of APTIV. All CONFIDENTIAL INFORMATION and copies thereof shall be returned to APTIV upon completion of the PURPOSE or within thirty days of receipt of a written request from APTIV.

## **3. LIMITATIONS AND WARRANTY**

APTIV warrants it has the unrestricted right to disclose its CONFIDENTIAL INFORMATION to COMPANY and to authorize COMPANY to use the same for the PURPOSE. CONFIDENTIAL INFORMATION is provided on a "as is" basis and APTIV makes no express or implied representation or warranty as to the completeness or accuracy of any CONFIDENTIAL INFORMATION.

## **4. DISCLAIMER**

All rights in the CONFIDENTIAL INFORMATION are reserved by APTIV and no rights or obligations other than those expressly cited or provided herein are granted or to be implied from this AGREEMENT. Nothing contained in this AGREEMENT shall be construed as granting or conferring any license under any patent, patent application, copyright, trademark, or other similar proprietary right held by APTIV. In particular, no license is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right held now or in the future, made, obtained or licensable by either PARTY. Nothing in this AGREEMENT or its operation shall constitute an obligation on either PARTY to enter into the aforesaid business relationship or shall preclude, impair or restrict either PARTY from continuing to engage in its business otherwise than in breach of the terms of this AGREEMENT.

## **5. NOTICES**

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the PARTY being served at its address specified above (or at such other address of which such PARTY shall have given notice in the form mentioned above) and marked for the attention of that PARTY's signatory of this AGREEMENT.

## **6. TERMINATION**

This AGREEMENT will terminate at the earlier of a) two (2) years from the EFFECTIVE DATE or b) thirty (30) days following written notice to the other PARTY. Termination will not affect the rights and obligations set forth under Clauses 1, 2 and 3 above with respect to CONFIDENTIAL INFORMATION disclosed before such termination, which will survive termination until an exception under Clause 1(a) or (b) applies.

## **7. NON-ASSIGNMENT**

This AGREEMENT is personal to the PARTIES and shall not be assigned or otherwise transferred in whole or in part by either PARTY without the prior written consent of the other PARTY.

**8. NO WAIVER**

8.1 Failure by either PARTY to enforce any of its rights under this AGREEMENT shall not be taken as or deemed to be a waiver of such rights.

8.2 No waiver or amendment of any provisions of this AGREEMENT shall be valid or binding against either PARTY unless the waiver or amendment is made in writing and signed by the duly appointed representatives of both PARTIES.

**9. ENTIRE AGREEMENT, GOVERNING LAW AND JURISDICTION**

9.1 This AGREEMENT constitutes the entire agreement and understanding between the PARTIES in respect of CONFIDENTIAL INFORMATION and supersedes all previous agreements, understandings and undertakings in such respect.

9.2 This AGREEMENT, including this clause, cannot be amended except by the written agreement signed on behalf of each PARTY by their authorized signatories.

9.3 The interpretation, construction and effect of this AGREEMENT shall be governed and construed in all respects in accordance with Irish law and the PARTIES hereby submit to the exclusive jurisdiction of the German courts of Wuppertal.

Approved and executed by an authorized representative of each PARTY, as indicated below.

COMPANY

APTIV

**By:** .....

**By:** .....

**NAME:** .....

**NAME:** .....

**TITLE:** .....

**TITLE:** .....