

**THIS CONFIDENTIALITY AGREEMENT** is made on the date of the last signature below.

## **BETWEEN**

1. **JAGUAR LAND ROVER LIMITED** a company incorporated in England and Wales (company number 01672070) whose registered office is at Abbey Road, Whitley, Coventry, CV3 4LF (“**JLR**”); and
2. **HELLA GmbH & Co. KGaA,]** (company number DE 813 832 619) whose registered office is at Rixbecker Straße 75, 59552 Lippstadt (the “**Company**”).

(each a “**party**” and together referred to as the “**parties**”).

## **BACKGROUND**

- (A) JLR owns, uses and / or is in the possession of certain Confidential Information (as defined in this Agreement).
- (B) The Company owns, uses and / or is in the possession of certain Confidential Information.
- (C) All such Confidential Information is considered by each party respectively to be secret and confidential and to constitute its valuable assets.
- (D) The parties are willing mutually to disclose and exchange certain Confidential Information only under the terms and conditions hereof and only for the Purpose (as defined in this Agreement) and for no other purpose.

The parties agree as follows:

## **1 INTERPRETATION**

- 1.1 In this Agreement the following definitions apply:

**“Commodity”** All commodities, vehicle programmes and projects related to EES 320: Driver Information and Driver Assistance, associated components & related services

**“Confidential Information”** any and all information and data in whatever form and on whatever media (whether written, oral, visual, electronic, magnetic or other media) which may be commercial, financial, business, customer, supplier, marketing or technical or other information, or designs formulae, ideas, strategies, forecast purchase and/or sales volume data, know-how, trade secrets and other information including without limitation, information in or relating to, JLR vehicle models, JLR vehicle programmes, any other JLR project and any requirements, designs, specifications, and testing criteria for a Commodity, in each case given by the Disclosing Party to the Receiving Party for the Purpose and which at the time of disclosure is or was clearly marked as such or is or was to be regarded as confidential or proprietary having regard to the nature of the information and the circumstances of the disclosure;

<b>“Disclosing Party”</b>	the party who discloses Confidential Information to the Receiving Party, a Representative or any company within the Receiving Party's Group;
<b>“Group”</b>	<p>for JLR the group comprises of its subsidiaries, its holding company and any subsidiaries of such holding company.</p> <p>for the Company the group comprises of the Company and its subsidiaries.</p> <p>A company is a “subsidiary” of another company, its “holding company”, if that other company (either directly or indirectly):</p> <p>(a) holds 50% or more of the voting rights in it, or</p> <p>(b) holds 50% or more of the shares or stock in it; or</p> <p>(c) is a member of it and has the right to appoint or remove a majority of its board of directors; or</p> <p>(d) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or if it is a subsidiary of a company that is itself a subsidiary of that other company;</p>
<b>“Purpose”</b>	any discussions between the parties relating to the potential supply of the Commodity by the Company to JLR and/or the JLR Group, including any request for quotation or request for proposal issued by JLR to the Company;
<b>“Receiving Party”</b>	the party who, either directly or indirectly, receives Confidential Information from the Disclosing Party;
<b>“Relevant Purchase Order”</b>	a purchase order issued by JLR to the Company for the provision of services and/or supply of goods which includes or incorporates (by way of reference or otherwise) confidentiality provisions;
<b>“Representative”</b>	any director, officer, employee, agent or agency worker, or any professional adviser or consultant, of the Receiving Party or the Receiving Party's Group;
<b>“Third Party”</b>	any person other than a Representative of either party or either party's Group.

- 1.2 The Background forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Background.
- 1.3 References to 'person' shall include any individual, partnership, LLP, firm, body corporate, unincorporated body of persons or association.

## 2 RECEIVING PARTY'S RIGHTS

- 2.1 Subject to the terms of this Agreement, the Disclosing Party hereby grants to the Receiving Party the right to disclose, divulge, reveal or disseminate the Confidential Information to any Representative to whom disclosure and extent of such disclosure is strictly necessary for the Purpose provided that each Representative is bound by conditions of secrecy no less strict than those set out in this Agreement, which conditions the Receiving Party will enforce, at its sole expense, at the Disclosing Party's request. Without prejudice to the foregoing, the Receiving Party shall, at its sole expense, take all reasonable measures to restrain its Representatives from prohibited or unauthorised use of the Confidential Information in breach of the terms of this Agreement.
- 2.2 Subject to the terms of this Agreement, the Disclosing Party hereby grants to the Receiving Party the right to disclose, divulge, reveal or disseminate Confidential Information to any Third Party to whom disclosure and the extent of such disclosure is strictly necessary for the Purpose provided that:
- 2.2.1 the Disclosing Party has confirmed in writing in advance that each disclosure of any part of the Confidential Information to be disclosed by the Receiving Party to the Third Party is authorised; and
- 2.2.2 each Third Party to whom disclosure is permitted under Clause 2.2.1 above, is bound by written conditions of secrecy no less strict than those set out in this Agreement, which conditions the Receiving Party will enforce, at its sole expense, at the Disclosing Party's request. Without prejudice to the foregoing, the Receiving Party will, at its sole expense, take all reasonable measures to restrain such Third Parties from prohibited or unauthorised disclosure or use of the Confidential Information in breach of the terms of this Agreement.

## 3 RECEIVING PARTY'S COVENANTS

- 3.1 In consideration of the disclosure of Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party covenants:
- 3.1.1 to keep the Confidential Information secret at all times and to treat the Confidential Information with at least the same degree of care and sensitivity as it would treat its own confidential information, being no less than a reasonable standard of care;
- 3.1.2 to make only such copies of the Confidential Information as are strictly necessary for the Purpose;
- 3.1.3 to keep the Confidential Information confidential subject to the terms and conditions of this Agreement;
- 3.1.4 not to use the Confidential Information for any purpose other than the Purpose without the prior written consent of the Disclosing Party;
- 3.1.5 not to disclose, divulge, reveal or disseminate the Confidential Information to any person, other than as permitted by this Agreement; and
- 3.1.6 to notify the Disclosing Party immediately on becoming aware that the Confidential Information has been disclosed to or is in the possession of a Third Party (other than one to whom disclosure has been authorised in accordance with Clause 2.2).
- 3.2 The Receiving Party shall be liable for the acts and omissions of the Receiving Party's Group and any and all persons to whom it may directly or indirectly disclose any Confidential

Information or who may acquire any Confidential Information as a result of the Receiving Party's default, as if they were the Receiving Party's own acts and omissions. Accordingly, and without limitation, any unauthorised disclosure by a Representative or Third Party (to whom disclosure has been authorised in accordance with Clauses 2.1 and 2.2 respectively) shall be deemed to be an unauthorised disclosure by the Receiving Party.

#### **4 EXCEPTIONS**

4.1 Notwithstanding any other provision hereof, the Receiving Party shall not be liable for release or disclosure of any Confidential Information that:

4.1.1 is (or hereinafter becomes) publicly known or available otherwise than through unauthorised disclosure in breach of the terms and conditions of this Agreement; or

4.1.2 the Receiving Party can demonstrate to the Disclosing Party's reasonable satisfaction was in the Receiving Party's possession at the time of disclosure and was not acquired, either directly or indirectly, from the Disclosing Party, unless previously disclosed on a non-confidential basis; or

4.1.3 the Receiving Party received in good faith from a Third Party who is not under a restriction of confidentiality and having a right to freely disclose the Confidential Information; or

4.1.4 is required by law or by a requirement of a regulatory body or stock exchange to be disclosed, but disclosure pursuant to this Clause 4.1.4 shall not occur until, where reasonably practicable, the Receiving Party has notified the Disclosing Party of any possible disclosure and the Disclosing Party has been afforded the opportunity to review such disclosure and to attempt to prevent or limit any such disclosure; or

4.1.5 the Receiving Party can demonstrate to the Disclosing Party's reasonable satisfaction to have been independently developed by the Receiving Party or a company within the Receiving Party's Group after the disclosure hereunder, without the aid, application or use in any way of the Confidential Information; or

4.1.6 is expressly approved for disclosure by the Disclosing Party in writing.

4.2 Notwithstanding clauses 5.2 and 5.3 of this Agreement, the parties' obligations in this Agreement shall cease to apply to Confidential Information disclosed pursuant to this Agreement and which relates to:

4.2.1 a Relevant Purchase Order, in which case such Confidential Information shall, from the effective date of such Relevant Purchase Order, be governed by the confidentiality provisions of that Relevant Purchase Order. For the avoidance of doubt, Confidential Information subsequently disclosed under a Relevant Purchase Order shall be governed by the confidentiality provisions of that Relevant Purchase Order and not this Agreement; or

4.2.2 another agreement between the parties which includes obligations of confidentiality, in which case such Confidential Information shall, from the effective date of that agreement, be governed by the confidentiality provisions of that agreement. For the avoidance of doubt, Confidential Information subsequently disclosed under such an agreement shall be governed by the confidentiality provisions of that agreement and not by the terms of this Agreement.

## 5 TERM AND TERMINATION

- 5.1 This Agreement shall remain in force unless or until terminated (in whole or in part) in accordance with Clause 5.2 below.
- 5.2 Subject to clause 5.3, this Agreement shall terminate on the earlier of:
- 5.2.1 3 years from the date of this Agreement;
  - 5.2.2 the date the Purpose is fulfilled
  - 5.2.3 the date that a party to this Agreement provides written notice of termination to the other party to this Agreement.
  - 5.2.4 the date the parties enter into a separate agreement governing the future exchange of Confidential Information; or
  - 5.2.5 the date of a Relevant Purchase Order but only to the extent of and in relation to (i) the future disclosure of Confidential Information provided in connection with the provision of services and/or supply of goods under that Relevant Purchase Order; and (ii) those parties referred to or contemplated on that Relevant Purchase Order. For the avoidance of doubt, Confidential Information disclosed under a Relevant Purchase Order shall be governed by the confidentiality provisions of that Relevant Purchase Order.
- 5.3 Where any of clauses 5.2.2, 5.2.3, 5.2.4 and 5.2.5 apply in relation to only part of the Confidential Information and/or part of the Purpose, this Agreement shall remain in force in relation to all remaining or further Confidential Information being disclosed for the Purpose.
- 5.4 Notwithstanding the expiry or termination for whatever reason of this Agreement, the obligations of each party herein, their Representatives and Third Parties (to whom disclosure has been permitted in accordance with Clauses 2.1 and 2.2 respectively), not to use and not to disclose, divulge, reveal or disseminate any of the Confidential Information will continue for a period of 5 years from the date of disclosure of that Confidential Information.
- 5.5 If the Receiving Party is in breach of this Agreement or in the event that the Receiving Party fails to observe or perform any of the covenants contained in Clause 3 of this Agreement or in the event that the Confidential Information or any part of it is disclosed by any Representative of the Receiving Party to any Third Party (other than one to whom disclosure has been authorised in accordance with Clause 2.2), then without prejudice to any other rights or remedies, the Disclosing Party shall have the right to terminate this Agreement immediately.
- 5.6 Save where Confidential Information is no longer subject to the terms of this Agreement pursuant to clause 4.2, upon termination or expiry of this Agreement or at any time at the Disclosing Party's request, the Receiving Party shall return to the Disclosing Party all Confidential Information as well as all copies, notes, abstracts and records made thereof or any other item(s) or document(s) containing or embodying the Confidential Information (hereafter the "**Confidential Materials**") or, at the Disclosing Party's option and request shall destroy all Confidential Information as well as all Confidential Materials and shall give written confirmation and/or demonstrate to the Disclosing Party's reasonable satisfaction that it has destroyed the Confidential Information and / or Confidential Materials in accordance with this Clause 5.6. The return or destruction of the Confidential Information and / or Confidential Materials shall not, however, affect the Receiving Party's obligations to treat such Confidential Information in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain Confidential Information: (i) to comply with applicable laws and regulations or (ii) as part of its automatic electronic archiving and back-

up procedures; provided however, that any such retained Confidential Information shall remain subject to the terms and conditions of this Agreement.

## **6 NO WARRANTY**

The Disclosing Party makes no representations or warranties as to the accuracy or completeness of any Confidential Information.

## **7 CONFIDENTIALITY**

Each party agrees to keep the existence of and the contents of this Agreement (including the Purpose) confidential and shall not use this Agreement or the name of the other party in any advertisement or publicity campaign or other disclosure without the prior written consent of the other party.

## **8 NO OBLIGATION**

Nothing herein shall oblige either party to disclose any particular Confidential Information. The parties understand and agree that the disclosure of Confidential Information shall not result in any obligation on the part of either party to enter into any future agreement or business relationship.

## **9 INADEQUACY OF DAMAGES/REMEDIES**

Without prejudice to any other rights or remedies that either party to this Agreement may have, both parties acknowledge and agree that damages alone may not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement and that accordingly the Disclosing Party will be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Agreement.

## **10 NOTICES**

10.1 All notices between the parties about this Agreement must be in writing and delivered by hand or sent by pre-paid first class post or recorded delivery or sent by airmail or sent by facsimile transmission to the addressees and addresses as detailed in Clause 10.2.

10.2 All notices addressed to JLR must be sent to:

The Company Secretary  
Jaguar Land Rover Limited  
Abbey Road  
Coventry  
CV3 4LF  
United Kingdom

Fax: +44 (0)1926 694054

or such other address as notified by JLR from time to time.

All notices addressed to the Company must be sent to:

Name and address: HELLA GmbH & Co. KGaA

Rixbecker Straße 75

59552 Lippstadt

Phone: +49 (0) 2941/38-0

E-Mail: info@hella.com

or such other address as notified by the Company from time to time.

**10.3 Notices shall be deemed to have been received:**

10.3.1 if sent by pre-paid first class post or recorded delivery, 2 days (excluding Saturdays, Sundays and bank and public holidays within the UK) after posting (exclusive of the day of posting);

10.3.2 if sent by airmail, 5 days (excluding Saturdays, Sundays and bank and public holidays within the UK) after posting (excluding the day of posting);

10.3.3 if delivered by hand, on the day of delivery; or

10.3.4 if sent by facsimile transmission on a working day prior to 16:00, at the time of transmission and otherwise on the next working day.

**11 ENTIRE AGREEMENT**

11.1 This Agreement constitutes the whole agreement and understanding between the parties and supersedes any arrangement, understanding or previous agreement between the parties relating to the subject matter of this Agreement.

11.2 The Confidential Information may not be accurate or complete and the Disclosing Party will not be liable to the Receiving Party or to anyone to whom the Receiving Party either directly or indirectly discloses the Confidential Information, or who may acquire any Confidential Information as a result of a disclosure in breach of the terms and conditions of this Agreement, if such Confidential Information is relied upon.

11.3 Nothing in this Clause 11 operates to limit or exclude any liability for fraud or for any other liability which is not permitted to be limited or excluded by operation of law.

**12 GENERAL**

12.1 The parties hereby understand and agree that no right, licence, proprietary right or interest in any of the Confidential Information or any of the products embodying the same shall be granted or construed to be granted to the Receiving Party by the terms and conditions of this Agreement.

12.2 This Agreement shall not operate as an assignment to any person(s) of any patents, copyrights, registered designs, unregistered designs, trade marks, tradenames or other rights as may subsist in or be contained in or reproduced in the Confidential Information and / or the Confidential Materials and the Receiving party shall not, nor shall any persons on its behalf, apply for any such rights in respect of the Confidential Information and / or the Confidential

Materials or any part thereof disclosed or (in the case of Confidential Materials) used under this Agreement.

- 12.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 12.4 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 12.5 Neither party shall assign its rights or obligations under this Agreement.
- 12.6 Failure or delay by a party in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement.
- 12.7 The parties to this Agreement do not intend that any term of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.8 This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original but which all counterparts together shall constitute the same document.
- 12.9 The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS of which the parties have signed this Agreement on the respective dates stated below.

SIGNED by **Mike Allen** )

duly authorised for and on behalf of )


**JAGUAR LAND ROVER LIMITED** )

  
 .....  
 Mike Allen (Oct 21, 2021 06:53 GMT+1)

Global Senior Purchasing Manager, ADAS, Body Electronics & Software

Date .....  
 21-Oct-2021

SIGNED by **Bernhard Hlubek** )

i.v.   
 .....  
 Director D&D for DAS

**HLUBBE1** Digitally signed by HLUBBE1  
 Date: 2021.10.20 11:19:51 +02'00'

**Jens Hunecke**

duly authorised for and on behalf of  
**HELLA GmbH & Co. KGaA**

.....  
 Member of the Executive Board  
 Business Division Electronics

**HUNEJE1** Digitally signed by HUNEJE1  
 Date: 2021.10.20 12:03:13 +02'00'

Date .....  
 20.10.2021