

CONFIDENTIALITY AGREEMENT

between

Nemak Europe GmbH
THE SQUAIRE 17 - Am Flughafen
D-60549 Frankfurt am Main
Germany

(hereinafter "**Nemak**")

and

Supplier Name & Details !!Please stamp!!!

(hereinafter also referred to as "**Contractual Partner**")

Nemak and the Contractual Partner hereinafter also individually referred to as "**Party**" or jointly as the "**Parties**".

Nemak and the Contractual Partner intend to work together exclusively for the Project "**Machining Line Jaguar p6 Cylinder Heads**" at **Nemak Czech Republic s.r.o.**. In order to do so Nemak and the Contractual Partner will have to exchange technical and/or business information which the respective other Party has created and which constitutes secret know-how.

Therefore the following is agreed between Nemak and the Contractual Partner.

Article 1 Definitions

1. "**Confidential Information**" has the meaning of data, reports, evaluations, projected figures or other documents, either verbal or written, which contain or relate to information regarding one of the Parties or a company affiliated with one of the Parties within the meaning of §§ 15 et subseq. German Stock Corporation Act (AktG) which are not in the public domain and which were provided to the respective other Party or a company affiliated with the respective other Party within the meaning of §§ 15 et subseq. German Stock Corporation Act (AktG).

2. **"Third Parties"** within the meaning of this Confidentiality Agreement are natural or legal persons which are not a party to this Agreement unless they are companies affiliated with the Parties within the meaning of §§ 15 et subseq. German Stock Corporation Act (AktG). If any information is forwarded these companies shall be subject to the same confidentiality obligations as those set out in this Confidentiality Agreement.

Article 2 Confidentiality Obligation

1. Unless expressly set out elsewhere, the Parties undertake to hold and to treat Confidential Information confidentially, not to give Third Parties access to it either in whole or in part, irrespective of form, without prior written approval from the respective other Party, to protect it from interference from Third Parties and only to use it for the activity for the other Party.
2. The Parties shall only forward Confidential Information to those of its employees or employees of affiliated companies who require such information for the purposes of carrying out activities for the other Party.
3. The Parties shall inform their employees or the employees of their affiliated companies of this confidentiality obligation and ensure that they also comply with the obligations arising therefrom including the period after their employment with the respective Party has ended, in as far as this is permitted under law.
4. The following is not "Confidential Information" within the meaning of this Agreement:
 - a) information which one Party already knew before this information was provided to it by the other Party which the other Party confirmed in writing in each case directly after receipt of this information;
 - b) information which a Third Party provides to one of the Parties without legally being prevented from doing so as against the other Party;
 - c) information which is in the public domain or which will be in the public domain without the Party gaining knowledge of this information infringing this Confidentiality Agreement;
 - d) information which was developed by the Party gaining knowledge of the information itself without the assistance of any Confidential Information;
 - e) information to be disclosed owing to a statutory obligation or a court or official order. In this event the other Party shall be informed of the disclosure without undue delay in writing.

The Party which appeals on the basis of any of the exceptions above shall bear the burden of proof that any of the above exists.

Article 3 No Further Rights Granted

Both Parties acknowledge that this Agreement neither intends nor can be construed to the effect that one Party shall be granted any rights or a licence in Confidential Information transferred or in any industrial property rights of the respective other Party.

Article 4 Return of Confidential Information

Any Confidential Information of one Party which is recorded in writing shall be returned by the respective other Party at the end of this Confidentiality Agreement or on written demand from the respective other Party at any other point without undue delay. This applies also to all copies and notes which have their origin in the Confidential Information. The Party providing the information is not entitled to refuse performance or retain any right in such documents unless a right to this effect has been ruled final and absolute by a court of law or has been acknowledged in a given case. Confidential Information which has been saved electronically shall be destroyed by each Party at the end of the Confidentiality Agreement or on written demand from the respective other Party. This destruction shall be confirmed in writing without undue delay to the respective other Party. The two Parties shall continue to keep strictly confidential all Confidential Information provided verbally.

Article 5 Succession in Title

This Confidentiality Agreement is also binding on the legal successors of the Parties.

Article 6 Term of Confidentiality Agreement

This Confidentiality Agreement shall come into force on signature by both Parties. It may be terminated in writing by either Party with a notice period of six months to the end of the quarter. The obligations and provisions in this Confidentiality Agreement shall continue to apply in full effect for a period of five (5) years after the Confidentiality Agreement has been terminated.

Article 7 Legal Consequences

The Contractual Partner is aware that the breach of operating and business secrets is a punishable offence under §§ 17 and 18 German Unfair Competition Act (UWG) and that it may carry a prison sentence of up to five years.

Article 8 Applicable Law/Venue

1. This Confidentiality Agreement shall be governed by the laws of the Federal Republic of Germany.
2. All disputes from or in connection with this Confidentiality Agreement shall be subject to the exclusive jurisdiction of the courts competent at the registered seat of NEMAK.

Article 9 Written Form

Amendments, additions and other collateral agreements to this Confidentiality Agreement shall be in writing. This shall also apply to any waiver of the written form requirement. Silence of one Party in answer to proposals, demands or documentation of the other Party shall in no case be deemed to be consent. No oral collateral agreements have been concluded.

Article 10 Severability Clause

Should one or more provisions of this Confidentiality Agreement be or become invalid in whole or in part this shall not affect the validity of the other provisions of this Confidentiality Agreement. An invalid provision shall be replaced by a provision which most closely reflects that of the invalid provision; the same applies in the event of a lacuna.

Frankfurt a. Main,

(Place & Date)

(Place & Date)

Nemak Europe GmbH

„Contractual Partner“