

2020/04/15

- Confidential Agreement -

Daimler Truck China Limited
Room 501-1, Building No.2, 8 Wang Jing Street, Chaoyang District
100102 Beijing
China

- hereinafter referred to as "DTC" -

and

Beijing Goldrare Automobile Parts Co., LTD.
Industrial Park of Liucun Twon, Changping District,
102204 Beijing
China

- hereinafter referred to as the "Supplier" -
- both referred to in the following as "Contracting Parties" -

agree as follows:

1. Unless otherwise agreed in writing the Supplier shall treat as confidential all information, particularly technical or business information of DTC (entire DTC company including affiliated companies and Joint Ventures), whether written or oral, the Supplier received in the course of the project H6 Seats and Mirrors (hereinafter referred to as "Project"), to which the Supplier gained access or which the Supplier otherwise obtained in the course of said Project, shall use such information only for the purpose of said Project, shall give access only to its employees who need to have access and who entered into similar confidentiality obligations, and shall not pass it on to third parties and shall protect it against unauthorized use by third parties.

The Supplier acknowledges and agrees that DTC may extend the entire Agreement to Beijing Foton Daimler Automotive Co., Ltd. (BFDA) as additional contracting party, who will be entitled the same rights and obligation owned by DTC under this Agreement .

2. No obligation shall apply to information and documents
 - (i) which are already known to, or in the possession of the Supplier prior to receipt of such information;
 - (ii) which are legally received by the Supplier from a third party without any confidentiality obligation;
 - (iii) which are in the public domain or enter the public domain through no wrongful act of the Supplier;
 - (iv) which can be proven by the Supplier to have been developed independently of confidential information received from DTC.
3. The Supplier shall impose the same obligations on its employees, who obtain knowledge of confidential information, unless those employees are already to the same degree bound by their contract of employment to nondisclosure.
4. DTC providing confidential information shall remain vested holder of such information. Nothing contained in this Agreement shall be construed as granting or conferring any patent rights or licence, either expressly or by implication.
5. The Supplier shall be liable for any negligent or willful violation of their obligations under this Agreement. The Supplier shall indemnify and hold harmless DTC from any damage, loss, cost or liability arising out of or resulting from any unauthorized use or disclosure of the Confidential Information. The Supplier acknowledges and agree that damages may not be an adequate remedy for any breach of this Agreement by the Supplier and that accordingly DTC shall be entitled (but not limited) to seek injunctive or other equitable relief and no proof of special damages shall be necessary for the enforcement of this Agreement.

Any breach of the confidentiality obligations provided herein might lead to considerable damages of DTC. Therefore, the Supplier shall be subject to payment of liquidated damages of EURO 100.000 (one hundred thousands) per case, unless the Supplier is able to prove that the actual damage sustained by DTC is far less than this amount. On the other hand, DTC is not barred from asking higher damages if DTC is able to prove a higher damage or from requesting the Supplier to bear the relevant liabilities otherwise provided herein by DTC.
6. This Agreement shall come into effect on 2019/09/01 and shall expire on 2029/08/31, provided that the obligations of confidentiality set forth herein shall survive the term of this Agreement for a period of five years thereafter.
7. Within the framework of its commercial dealings with DTC, the Supplier is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Supplier or other third parties. In the event of violation of the above, DTC has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations. The above notwithstanding, the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with DTC.

8. If a Contracting Party's confidentiality interests (benefits) deriving from or under this Agreement is adversely and materially affected by the promulgation of any new Chinese laws, rules or regulations or the amendment or interpretation of any existing Chinese laws, rules or regulations, the Parties shall promptly consult with each other and use their best endeavors to implement any adjustments necessary to maintain each Contracting Party's benefits derived from this Agreement on a basis no less favorable than the benefits it would have derived if such laws, rules or regulations had not been promulgated or amended or so interpreted.
9. This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally resolved by the China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing in accordance with the Arbitration Rules of CIETAC then being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of three arbitrators. Each Party shall appoint one arbitrator and the Chairman of CIETAC shall appoint the third arbitrator; provided that the third arbitrator shall not be a national or citizen of the People's Republic of China, the United States or the Federal Republic of Germany. The language of the arbitration proceedings shall be English and the arbitration procedure shall be held in Beijing. The arbitration award shall be final and binding on the Parties. The losing Party shall bear the costs of the arbitration.

In witness whereof, the Contracting Parties hereto have executed this agreement.

Authorised to sign on behalf of **Daimler Truck China Limited**

By *(signature)*

CHENG Haifeng
Name *(block letters)*

Procurement
Title

Beijing,
Place, Date

By *(signature)*

Mona SCHEFFEL
Name *(block letters)*

Procurement Senior Manager
Title

Beijing,
Place, Date

Authorised to sign on behalf of **Beijing Goldrare Automobile Parts Co., LTD.**

By *(signature)*

WANG Vicky
Name *(block letters)*

International Trade supervisor
Title

Place, Date

By *(signature)*

WANG Shikun
Name *(block letters)*

EVP
Title

Place, Date