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## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as “the Agreement”) is made and entered into between:

SCANIA CV AB (publ), registered in Sweden under company registration number 556084-0976, S-151 87 Södertälje, Sweden

and

Beijing Goldrare Automobile Parts Co.,LTD registered in China under company registration number 91110114801184540U, Industrial Park of Liucun Town, Changping District, Beijing, China.

Scania CV AB and Beijing Goldrare Automobile Parts Co.,LTD are each hereinafter also referred to as the “Party or collectively, as the “Parties”.

Both Parties agree that Confidential Information (as defined below) is received in confidence and only for purposes within the scope of the Seats/Mirror as it is defined herein.

Confidential Information is defined as meaning any information relating to **Seats/Mirror** (hereinafter the Product which;

- a) is disclosed in oral, written, graphic, sample and/or any other form and marked as confidential or otherwise designated as such; and
- b) is disclosed orally, reduced to writing and so marked within thirty (30) days as from disclosure, or under the circumstances a person exercising reasonable business judgement would understand to be confidential or proprietary.

Without prejudice to any other provisions of this Agreement, no information received by any Party from the other shall be defined as Confidential Information if the receiving Party demonstrates;

- i) at the date of this Agreement or of disclosure it was already in the public domain, provided that it had not been made available there in breach of these confidentially undertakings; or
- ii) it had been received lawfully from a third party not bound by a non-disclosure agreement with the disclosing Party and without confidentiality limitations; or
- iii) it was known to the receiving Party prior to such disclosure; or
- iv) it had been independently developed in good faith by the receiving Party or its employees, provided though that they did not have prior access to the information.

In accordance with the above, it is hereby agreed;

- a) that the receiving Party shall not divulge Confidential Information to any third party without the prior written consent of the disclosing Party. However, the receiving Party may disclose Confidential Information to any legal entity which directly or indirectly is wholly

owned or controlled by any of the Parties (hereinafter referred to as “Affiliate”), which shall be entitled to use or disclose Confidential Information, but only to the same extent the receiving Party is entitled to do so under this Agreement. The receiving Party hereby

Sign..... Sign.....

warrants that any Affiliate to which Confidential Information is disclosed will be bound and will abide the terms of this Agreement. Furthermore, Scania may disclose Confidential Information to any legal entity within the Volkswagen Group, which shall be entitled to use or disclose Confidential Information, but only to the same extent Scania is entitled to do so under this Agreement. Scania hereby warrants that any legal entity within the Volkswagen Group to which Confidential Information is disclosed will be bound and will abide the terms of this Agreement; and

b) that the Parties shall restrict dissemination of Confidential Information to only those employees and consultants who must be directly involved in evaluation of the Seats/Mirror and

c) that the receiving Party shall otherwise observe the same degree of care for Confidential Information as for its own information of similar nature (including but not limited to taking all measures reasonably required to safeguard the Confidential Information and prevent unauthorized dissemination of the same); and

d) that both Parties shall expressly advise their employees and consultants concerned of such confidentiality contents so as to ensure that their obligations under this Agreement are fulfilled; and

e) that the receiving Party shall, at the disclosing Party's request, promptly return or destroy all tangible, electronically and other embodiments of Confidential Information and certify to the disclosing Party that this obligations has been fulfilled.

Notwithstanding any of the above, the receiving Party may divulge Confidential Information if so required by law or in response to court orders or injunctions, provided though that the disclosing Party is informed in such time so as to allow for a reasonable opportunity to take protective action and also that the receiving Party has made every reasonable effort to obtain a protective order requiring that the disclosed Confidential Information be used only for the purposes of an order or injunction.

This Agreement does not create any right or license either expressed or implied for the receiving party to use Confidential Information for any purpose outside of this Agreement.

This Agreement shall become effective upon the date of signing by both Parties. The provisions of this Agreement shall however apply retroactively to any Confidential Information which may have been disclosed in connection with discussions and negotiations regarding the Seats/Mirror prior to the effective date.

This Agreement shall remain in force for five (5) years from the effective date, unless and to the extent this Agreement is superseded by stipulations of any future agreement between the Parties in respect of the Seats/Mirror

The validity, interpretation and construction of this Agreement shall be governed by and construed in accordance with Swedish law. All disputes arising in connection with this Agreement shall be finally settled by Arbitration in accordance with Swedish arbitration law. All information in the arbitration shall be treated by the receiving Party as Confidential Information. Such proceedings shall be held in Stockholm and in the English language.

This Agreement has been signed by the Parties in two (2) identical copies of which the Parties have taken one (1) each.

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Sign..... Sign.....

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Place and date: \_\_\_\_\_

**Scania CV AB (publ)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clarification of signature

\_\_\_\_\_  
Title

Place and date: \_\_\_\_\_

**Beijing Goldrare Automobile  
Parts Co.,LTD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clarification of signature

\_\_\_\_\_  
Title