

## NON-DISCLOSURE AGREEMENT

This agreement was made on \_\_\_\_\_, by and between:

**MAN LATIN AMERICA INDÚSTRIA E COMÉRCIO DE VEÍCULOS LTDA.**, legal entity, with its headquarters at Rua Volkswagen 291, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> floors, City of São Paulo, State of São Paulo, enrolled with General Taxpayers' Register (CNPJ/MF) under n. 06.020.318/0001-10, by its legal representatives undersigned, and

\_\_\_\_\_, legal entity, with its headquarters at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, enrolled with General Taxpayers' Register (CNPJ/MF) under n. \_\_\_\_\_, by its legal representatives undersigned.

WHEREAS the PARTIES have started a negotiation to verify the possibilities of an agreement; and

WHEREAS, during the negotiation process and/or during the development, it will be necessary, for both PARTIES, to disclose technical, commercial and strategic information belonging to each one of them and considered rigorously confidential;

It is agreed as follows:

### 1 DEFINITIONS

**1.1** The expressions, as defined bellow, will be used herein, regarding any and all definition and except when the interpretation is not allowed, the singular includes the plural and vice-versa. The definitions will be always written in capital letters.

AGREEMENT - this Non Disclosure Agreement, with the provisions herein established.

AFFILIATE - any legal entity that, direct or indirectly, controls any of the PARTIES, is controlled by any of the PARTIES, is under the same control of one of the PARTIES, or maintains any corporate relation; with on of the Parties.

DISCLOSING PARTY - PARTY that discloses the CONFIDENTIAL MATERIAL;

EMPLOYEE - the worker hired or sub-hired, with or without employment bond, of each one of the PARTIES;

CONFIDENTIAL MATERIAL - all and any information, document and classified material related to the economic activities developed by the DISCLOSING PARTY, including products manufactured and/or assembled by the DISCLOSING PARTY, identified as "confidential" or other similar expression and that are made available to the RECEIVING PARTY, verbally or in writing, in electronic document, facsimile, projects, drawings, graphics or any other form of transmission used to disclosure data and information;

PARTY - comprises the DISCLOSING PARTY and/or RECEIVING PARTY and/or AFFILIATE; and

RECEIVING PARTY - PARTY that receives the CONFIDENTIAL MATERIAL.

### 2 LIMITATION OF THE OBLIGATIONS OF CONFIDENTIALITY

**2.1** The obligations of confidentiality determined in this AGREEMENT will not prevail when the CONFIDENTIAL MATERIAL is:

- a) legally public held;

- (b) previously known by the RECEIVING PARTY and such previous knowledge can be reasonably proved by the RECEIVING PARTY;
- (c) legally received by the RECEIVING PARTY from a third party and considering that there was no violation to any confidentiality obligation by such third party regarding the CONFIDENTIAL MATERIAL;
- (d) developed by the EMPLOYEES of the RECEIVING PARTY, independently, without the use of the CONFIDENTIAL MATERIAL, before it was received by the RECEIVING PARTY;
- (e) necessarily disclosed by the RECEIVING PARTY complying with a judicial order, provided that the RECEIVING PARTY must, in such case, notify the DISCLOSING PARTY immediately, in writing; and
- (f) approved to disclosure, against previous and written approval of the DISCLOSING PARTY.

**2.2** The exceptions predicted in this Article are subjected to evidentiary document.

### **3 THE OBLIGATIONS OF THE RECEIVING PARTY**

**3.1** Constitutes obligations of the RECEIVING PARTY:

- (a) use the CONFIDENTIAL MATERIAL exclusively to the purpose to which it was supplied;
- (b) keep the CONFIDENTIAL MATERIAL absolutely confidential and secret, as well as not use or explore the CONFIDENTIAL MATERIAL for its own benefit or of a third party, to any purpose that was not previously and expressly agreed with the DISCLOSING PARTY;
- (c) protect the CONFIDENTIAL MATERIAL against disclosure to third parties, by the same means and with the same degree of care that it protects its own confidential information, storing the CONFIDENTIAL MATERIAL with restricted access to it;
- (d) only disclose the CONFIDENTIAL MATERIAL to its AFFILIATES, EMPLOYEES and/or subcontracted that need to know the CONFIDENTIAL MATERIAL and that agree to bind to the confidentiality obligations predicted in this AGREEMENT, executing, for such matter, the Abidance Commitment that is a part of the AGREEMENT as it Attachment I;
- (e) refrain from copying or reproducing the CONFIDENTIAL MATERIAL received by the DISCLOSING PARTY, except when its EMPLOYEES and/or AFFILIATES need to know the CONFIDENTIAL MATERIAL and execute the Abidance Commitment above mentioned. Such copies will be identified as belonging to the DISCLOSING PARTY and marked with "*confidential*" or similar expression;
- (f) take joint liability for the eventual violation of this AGREEMENT by its EMPLOYEES and/or AFFILIATES;
- (g) return to the DISCLOSING PARTY, when requested, the CONFIDENTIAL MATERIAL and all the data, reports, documents, instructions, process or elements of any nature that were received, as well as its copies and reproductions; and
- (h) always, if requested by the DISCLOSING PARTY, execute a receipt when receiving the CONFIDENTIAL MATERIAL.

### **4 PENALTIES**

**4.1** The PARTIES acknowledge that the disclosure of the CONFIDENTIAL MATERIAL accessed by them, violating the obligations herein agreed, may result in the practice of the criminal offense provided in item XI, clause 195, of the Law n. 9.279/96, and cause damages to the DISCLOSING PARTY, which, duly proven, will be indemnified by the RECEIVING PARTY.

## **5 OWNERSHIP**

**5.1** The RECEIVING PARTY agrees that the DISCLOSING PARTY is and will remain the exclusive owner of all the rights regarding the CONFIDENTIAL MATERIAL.

**5.2** The PARTIES acknowledge and accept that no assignment or license of copyrights, patents or trademarks is granted to any of the PARTIES by this AGREEMENT or the disclosure of the CONFIDENTIAL MATERIAL by one PARTY to the other.

## **6 TERM**

**6.1** The obligations under this AGREEMENT will be valid permanently.

## **7 GENERAL PROVISIONS**

**7.1** Each PARTY will be responsible for the eventual costs incurred to the compliance of the obligations established in this AGREEMENT.

**7.2** This AGREEMENT shall not be amended or terminated, total or partially, except by a written document, executed by the PARTIES.

**7.3** The rights and obligations arising from this AGREEMENT will be compulsorily complied by the successor of both PARTIES.

**7.4** The waiver related to non compliance of this AGREEMENT shall be interpreted merely as an indulgence and do not constitute a precedent, novation or forgiveness, or failure of either party to exercise in any respect any right provided for herein and shall not be deemed a waiver of any further right hereunder.

**7.5** The AGREEMENT constitutes the sole and entire agreement between the PARTIES with respect to the subject matter hereof and supersede all previous communications between the PARTIES with respect to the subject matter hereof.

## **8 REPRESENTATION**

**8.1** The PARTIES declare, under the penalties of the law, that the signatories of the AGREEMENT are its representatives, duly constitute as predicted in the respective By-Laws, with powers to become obliged for the obligations herein agreed.

## **9 ARBITRATION**

**9.1** Any conflict in the interpretation or performance of the AGREEMENT, as well as the issues that arise pursuant to this AGREEMENT not solved consensually, must be definitely settled by arbitration, to be ruled by the Arbitration Center of the American Chamber of Commerce, in accordance with its Regulation valid on this date and available on the website "www.amcham.com.br".

**9.2** The arbitration will take place in the City of São Paulo, State of São Paulo, will be held by three (3) arbitrators and English will be the official Language.

## **10 GOVERNING LAW**

**10.1** The coming into existence, validity and termination of the present Agreement, as well as the interpretation of its provisions, shall be subject to the laws of Federative Republic of Brazil.

**11 COURT**

**11.1** Without derogating article 9 above, the PARTIES elect the Courts of the District of São Paulo, State of São Paulo.

IN WITNESS WHEREOF, the parties execute the present Agreement in two (2) counterparts of equal tenor and form, in the presence of two (2) witnesses.

Signed  
by:

\_\_\_\_\_

Date of  
signature:

On behalf  
of:

**MAN LATIN AMERICA INDÚSTRIA E COMÉRCIO DE VEÍCULOS LTDA.**

Signed  
by:

\_\_\_\_\_

Date of  
signature:

On behalf  
of:

**Witnesses:**

1. \_\_\_\_\_

Name:  
ID:

2. \_\_\_\_\_

Name:  
ID:

**ATTACHMENT I TO THE NON-DISCLOSURE AGREEMENT**

**ABIDANCE COMMITMENT**

By executing this Abidance Commitment, I declare:

1. Being aware that the CONFIDENTIAL MATERIAL owned by the DISCLOSING PARTY that are relied to me by the RECEIVING PARTY must be kept under the most absolute confidentiality and that, misusing the CONFIDENTIAL MATERIAL, I will be subject to civil and criminal sanctions predicted on the pertinent legislation.
2. That I read and understood the AGREEMENT executed between the DISCLOSING PARTY and the RECEIVING PARTY, which this Abidance Commitment is an Attachment, agreeing with all its provisions.

**NATURAL PERSON**

<b>(1)</b> Name: Full Address: CFP/MF: ID:
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<b>(2)</b> Name: Full Address: CFP/MF: ID:
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<b>(3)</b> Name: Full Address: CFP/MF: ID:
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<b>(4)</b> Name: Full Address: CFP/MF: ID:
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<b>(5)</b> Name: Full Address: CFP/MF: ID:
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**LEGAL ENTITY**

<b>(1)</b> Corporate Name: Full Address: CNPJ/MF: Full Name of the Signatory:
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<b>(2)</b> Corporate Name: Full Address: CNPJ/MF: Full Name of the Signatory:
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