
NON-DISCLOSURE AGREEMENT

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

Scania Production (China) Co., Ltd., registered in China under Uniform Social Credit Code 91360924754233361N, No.1 Sino-Sweden Avenue, Chengbei Neighbourhood, Rugao City, Jiangsu (hereinafter referred to as “Scania”); and

Beijing Goldrare Automobile Parts Co., Ltd registered in China under company registration number 91110114801184540U, Yard No.600 Beiliucun, Building 09. F1-F3, Changping District, Beijing City, (hereinafter referred to as “Supplier”).

Scania and Supplier are each hereinafter also referred to as a “Party” or collectively, as the “Parties”.

Both Parties agree that Confidential Information (as defined below) is received in confidence and only for the Seats components, as it is defined herein.

Confidential Information provided by one Party or any of its Affiliates is defined as meaning any information relating to

Seat project, including all the drawings, technical requirements, development documents and all other related information(hereinafter the “Seat components” which;

- a) is disclosed in oral, written, graphic, sample and/or any other form and marked as confidential or otherwise designated as such; or
- b) is disclosed in oral, written, graphic, sample and/or any other form and which 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 considered as Confidential Information if the receiving Party demonstrates that;

- i) at the date of this Agreement or of disclosure, the information was already in the public domain, provided that it had not been made available there in breach of these confidentiality undertakings or any other confidentiality undertaking or otherwise unlawfully by the receiving Party; or
- ii) the information had been received lawfully from a third party not bound by a non-disclosure agreement or any other confidentiality undertaking with the disclosing Party and without confidentiality limitations; or
- iii) the information was lawfully known to the receiving Party prior to such disclosure by the disclosing Party; or
- iv) the information had been independently developed in good faith by or on behalf of 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;

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- 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 warrants that any Affiliate to which Confidential Information is disclosed will be bound and will abide by the terms of this Agreement. Furthermore, Scania may disclose Confidential Information to Volkswagen AG and any legal entity which is directly or indirectly controlled by Volkswagen AG. Scania hereby warrants that any legal entity to which Confidential Information is disclosed shall only be entitled to disclose Confidential Information to the same extent Scania is entitled to do so under this Agreement; and
 - b) that the Parties shall restrict dissemination of Confidential Information to only those employees and consultants who must be involved in evaluation of the Seat components ; and only on a need-to know-basis; and shall ensure that such employees and consultants have signed individual confidentiality undertakings (e.g employment contracts) on terms that in all essence correspond to the Agreement; the dissemination of Confidential Information by Scania to third parties in connection with contract manufacturing (including extended workbenches) of Scania products and services related therewith is permitted unless third parties are competitors of the disclosing party; 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 the Parties' respective obligations under this Agreement are fulfilled; and
 - e) that the receiving Party shall, at the disclosing Party's request, promptly return or destroy (as instructed by the disclosing Party) all tangible, electronic and other embodiments of Confidential Information, including copies; stop using and disclosing Confidential information and certify to the disclosing Party that these obligations have been fulfilled. This shall not apply i) to routinely made back-up copies of electronically exchanged Confidential Information that are not accessible by the Parties in the ordinary course of business or ii) if the receiving Party is required to retain such Confidential Information by law. In case back-up copies of electronically exchanged Confidential Information are restored, such Confidential Information shall be destroyed by the receiving Party.
 - f) that regardless of any expiration or termination of this Agreement, both Parties must comply with their obligations under this Agreement for five (10) years from the disclosure of Confidential information.

Notwithstanding any of the above, the receiving Party may divulge Confidential Information if so required by applicable mandatory law, mandatory public stock exchange rules, or in response to a mandatory or non-appealable court order or injunction, 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 or similar; and ensured that Confidential Information is disclosed to the minimum extent required to fulfil such obligations.

If the receiving Party breaches any provision of this Agreement, the receiving Party shall compensate and hold the disclosing Party harmless from any and all costs, expenses and damages arising due to the receiving Party's breach of this Agreement.

The receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information, or any threat thereof, would likely cause the disclosing Party irreparable harm that could not be fully remedied by monetary damages. Hence, the receiving Party agrees that the disclosing Party will have the right, in addition to any other remedy available to it, to seek injunctive or other equitable relief from a court of competent jurisdiction, without proof of actual damage, as may be necessary to prevent any unauthorized use or disclosure.

Each Party shall retain all rights to its Confidential information disclosed to the other Party, including copyright and rights for filing proprietary rights. 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.

Neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information disclosed to the other Party. All Confidential Information provided to the receiving Party under this Agreement is provided on an "as is" basis. All implied warranties are excluded to the extent permitted by law.

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 Seat components prior to the effective date.

This Agreement shall remain in force for five (5) years from the date of the last signature, unless and to the extent this Agreement is superseded by stipulations of any future agreement between the Parties in respect of the Seat components. This Agreement constitutes the entire agreement of the Parties concerning the Product/Project for the said matters herein and may not be modified except by mutual written agreement of the Parties.

Personal data shall be treated as Confidential Information for the purpose of this NDA. The Parties shall process personal data in accordance with applicable data protection legislation.

In particular, the following provisions shall apply, in part in addition to the statutory obligations, for the duration of the processing.

- a) Personal data shall be processed exclusively for the purpose described above ("intended purpose").
- b) Thus, the Parties will process personal data about representatives of its business partners, in order to be able to communicate, market and enter into and administer agreements regarding the intended purpose.
- c) The Parties undertake to take state of the art technical and organizational measures in order to guarantee and permanently ensure a level of protection for personal data appropriate to the risk.
- d) A transfer of personal data from the EU/EEA to third countries is only permitted in compliance with the provisions laid down in art. 44 et subs. GDPR.
- e) The Parties shall delete the data immediately as soon as they are no longer required for the intended purpose and in accordance with statutory retention periods.

More detailed information on the processing of persona data can be found in the Privacy Statement of each Party.

Unless otherwise agreed, the Agreement shall be governed by and construed in accordance with the laws of China. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by

arbitration in accordance with the arbitration rules of the Shanghai International Arbitration Center. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Shanghai. The language to be used in the arbitral proceedings shall be English.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause and all information arising therefrom will be kept strictly confidential. Notwithstanding the foregoing, a Party shall not be prevented from disclosing such information in order to safeguard its rights in connection with the dispute, or if obliged to do so by law or pursuant to any order of court or other competent authority or tribunal or required by any applicable stock exchange regulations.

This Agreement has been signed by the Parties in two (2) identical copies of which the Parties have taken one (1) each. The Parties agree that signing by means of an advanced electronic signature ("FES") is sufficient to adhere to the written form. In the event of signing this Agreement by means of FES, the Parties recognize that they are legally bound by the provisions of this Agreement.

Place and date: _____

Place and date: _____

Scania Production (China) Co., Ltd.

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

Signature

Signature

Clarification of signature

Clarification of signature

Title

Title