

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is effective as of this 1 day of November, 2020 (“**Effective Date**”) between:

Joyson Auto Safety S.A. (“ JSS ”)	NAME OF SECOND PARTY (“ Company ”)
39, Waïstrooss	Address:
L-5440 Remerschen	
Luxembourg	
Attn: Legal Department	Attn:

JSS and “Company” are referred to in this Agreement individually as a “**Party**”, and collectively as “**Parties**”. The Parties may be both a ‘Disclosing Party’ and a ‘Receiving Party’ (as defined below).

BACKGROUND

- A. The Disclosing Party, its Affiliates or Representatives (as defined below), directly or indirectly, may disclose to the Receiving Party certain Confidential Information to explore the possibility of, or engage in, a mutually beneficial business relationship (the “**Purpose**”).
- B. The Parties are willing to disclose and receive Confidential Information for the Purpose if confidentiality is maintained and unauthorized disclosure is prevented as stated in this Agreement.

In consideration of the Purpose, the Parties agree as follows:

1. Definitions.

- a. “**Affiliate**” means, with respect to a Party, any Person directly or indirectly controlling, controlled by, or under common control with, such Party; provided that, for the purposes of this definition, “**control**” (including with correlative meanings, the terms “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of (i) at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity) or (ii) the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the body governing the affairs of such Person.
- b. “**Confidential Information**” means all information not in the public domain or otherwise excluded as stated in Section 2 below that is (i) disclosed by Disclosing Party, its Affiliates or Representatives to the Receiving Party in any manner, whether in verbal, visual, written, graphic, electronic, or physical form (collectively and individually “**Format**”), or (ii) obtained by Receiving Party in any Format from its

access to Disclosing Party or its Affiliate's records or facilities, or from discussions with Disclosing Party or its Affiliate's personnel or Representatives, or (iii) developed by Receiving Party from the disclosed information. Confidential Information includes, but is not limited to, Trade Secrets, algorithms, architecture, blue prints, budgets, business plans, business strategies, codes (including object and source codes), compilations, components, compositions, computer programs and software and systems, concepts, corporate and commercial practices, customers, customer requirements, database technology, designs, developments, discoveries, distribution methods and processes, drawings, equipment, financial data and projections, formulations, hardware, ideas, improvements, inventions, know-how, manufacturing methods and processes, market studies, marketing materials, materials, methodologies, molds, models, passwords, pricing, procedures, processes, products, projections, prototypes, research and development, samples, specifications, structures, suppliers, systems, technical data, technologies, and any other information developed, owned or rightfully used by the Disclosing Party, its Affiliates or Representatives, together with all photographs, copies, reproductions, extractions, bulletins, memoranda, records, summaries or notes in any Format containing or relating to Confidential Information. It shall not matter if the information is identified or designated by a Party as "confidential" if the information falls within the definition and an ordinary business person would treat the information as confidential, proprietary, or sensitive in nature. Confidential Information shall include all personal data within the meaning of any applicable data protection law or regulation.

- c. "**Disclosing Party**" means either Party in circumstances where that Party discloses Confidential Information;
 - d. "**Person**" means an individual, a partnership, a corporation, an association, a limited liability company, a stock company, or any other type of entity.
 - e. "**Receiving Party**" means either Party in circumstances where that Party receives Confidential Information;
 - f. "**Representatives**" means a Party's shareholders, managers, directors, officers, employees, agents, consultants, representatives or advisors (including legal counsel, accountants, auditors and tax, financial or other advisors).
2. Exclusions. Even if information is defined, or falls within the definition, in Section 1b above, "Confidential Information" does not include information that:
- a. is in the public domain, or after disclosure, is made available to the public through no fault of, or breach of, this Agreement by Receiving Party, any of its Affiliates or Representatives; or
 - b. is properly possessed by Receiving Party prior to its disclosure by Disclosing Party, if after receiving the Confidential Information from Disclosing Party, the Receiving Party promptly provides Disclosing Party documented evidence of its prior possession; or

- c. is independently developed with documented evidence that shows development without resort to the Confidential Information disclosed by the Disclosing Party, its Affiliates or Representatives; or
 - d. is disclosed legally and in good faith by a third party under circumstances permitting its use or disclosure to others; or
 - e. is used or disclosed with the explicit prior written authorization from Disclosing Party; or
 - f. is the subject of a request, order or requirement under applicable law, applicable stock exchange rules or the rules and regulations of a competent public authority or pursuant to a subpoena or other legal process, provided that the Receiving Party first provides – to the extent legally permissible – sufficient notice, time and assistance (at Disclosing Party’s expense) to the Disclosing Party to enable the Disclosing Party, at its sole expense, to timely pursue a protective (or similar) order or agreement with respect to the information from the applicable party or governmental body prior to disclosure of the information by Receiving Party, and in the absence of an order or relief, the Receiving Party may disclose only that portion of information that is legally required without liability, censure, or other penalty and shall use best efforts to obtain assurance that confidential treatment will be afforded to the disclosed Confidential Information.
3. Title. Each Party retains all right, title, and interest in and to all Confidential Information that is disclosed by it in any Format to the Receiving Party or the Receiving Party’s Affiliates or Representatives, as well as any copies, derivatives, enhancements, or modifications of the Confidential Information.
4. No License. Nothing in this Agreement is intended to grant proprietary or license rights, under any trademark, patent, copyright or any other intellectual property right to the Receiving Party. Without Disclosing Party’s prior written consent, the Receiving Party and its Affiliates and Representatives shall not practice, use, or apply for, any patent, copyright, trademark, design or other intellectual property registration or right relating to Confidential Information furnished by the Disclosing Party or any discovery, invention, technical data, or design contained therein or based thereon. Except as expressly agreed upon in writing by Disclosing Party, nothing contained in this Agreement shall be construed as granting to or conferring upon the Receiving Party or any of its Affiliates or Representatives any express or implied rights, by license, estoppel or otherwise, to any Confidential Information of the Disclosing Party, including any express or implied rights, by license, estoppel or otherwise, or to any invention, discovery, or patent that is made or acquired prior to or after the date of this Agreement based on any Confidential Information of the Disclosing Party disclosed under this Agreement.
5. Restriction on Disclosure. All Confidential Information disclosed in any Format by the Disclosing Party, its Affiliates, or Representatives, shall be held in strict confidence by

the Receiving Party. The Receiving Party will not disclose the Disclosing Party's Confidential Information, in whole or in part, to any Person that is not a party to this Agreement, or to any of its Affiliates or Representatives for any purpose other than as may be required by law or in furtherance of the Purpose. Affiliates and Representatives of Receiving Party who have a bona fide "need to know" the Confidential Information for the Purpose must be aware of this Agreement and bound by confidentiality obligations equivalent to those contained in this Agreement. Receiving Party represents and warrants all the foregoing to Disclosing Party. The Receiving Party shall be responsible for any violations of this Agreement by its Affiliates and Representatives. The Receiving Party shall use the same degree of care to avoid unauthorized dissemination, publication, disclosure, or use of the Disclosing Party's Confidential Information as the Receiving Party uses to maintain and safeguard its own Confidential information, which shall in no event be less than a reasonable degree of care. The Receiving Party shall use the Confidential Information solely for the Purpose and shall not exploit any of the Disclosing Party's Confidential Information for its own benefit, use any of the Disclosing Party's Confidential Information to the detriment of the Disclosing Party, reverse engineer or prepare any derivative works of any Disclosing Party's Confidential Information or use any of the Disclosing Party's Confidential Information in violation of any laws, rules, or regulations.

6. Term and Post-Term Survival. This Agreement shall commence on the Effective Date and shall continue for five (5) years from the Effective Date (the "**Term**"). Thereafter, this Agreement may be renewed upon the mutual written consent of the Parties. However, the obligations of confidentiality and return or destruction of Confidential Information of the Receiving Party with regard to the Disclosing Party's Confidential Information shall continue for a period of three (3) years after the expiration or termination of this Agreement, except for trade secrets, personally identifiable information, source code or hardware source files, for which such obligations will remain in perpetuity. The Agreement may be terminated prior to the Term by either Party giving thirty (30) days' advance written notice to the other Party but termination will not affect the continuing rights and obligations stated in this Agreement. Upon the earlier of (i) expiration or termination of this Agreement or (ii) the request of the Disclosing Party, the Receiving Party shall, and shall cause its Affiliates and Representatives to, immediately cease any and all disclosures or uses of the Disclosing Party's Confidential Information.
7. Return of Confidential Information. Upon termination or expiration of this Agreement, or at the written request of the Disclosing Party, the Receiving Party shall, and shall cause its Affiliates and Representatives to, return or destroy (at the Disclosing Party's election) all Confidential Information of the Disclosing Party, and all copies thereof, as well as all information stored in any Format that contains Confidential Information, whether the information was provided by the Disclosing Party or created by the Receiving Party utilizing any portion of the Confidential Information, within one (1) month following such termination, expiration, or request. If the Disclosing Party authorizes destruction, the Receiving Party must furnish the Disclosing Party with written certification of the destruction. Notwithstanding the foregoing, the Receiving Party is not obligated to return or destroy Confidential Information that: (i) it is required by law or regulation to retain, but then only for the time period required, (ii) is commingled with other information or documents of the Receiving Party if it would pose a substantial administrative burden to segregate and destroy such Confidential Information, or (iii) is contained in an archived computer system or backup made by

the Receiving Party in accordance with its standard security or disaster recovery procedures, provided in each case that: (A) the retained documents will eventually be returned when permitted by law or regulation or erased or destroyed in the ordinary course of records management and/or data processing procedures, and (B) the Receiving Party remains fully subject to the obligations of confidentiality set forth in this Agreement until the eventual return or destruction of the Confidential Information. In addition, legal counsel for each Party may retain one (1) copy of the other Party's Confidential Information to be used only for dispute resolution purposes hereunder, and subject to continuing obligations of confidentiality in accordance with the terms hereof.

8. Disclaimer of Warranty. UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY THE PARTIES, ALL CONFIDENTIAL INFORMATION IS DISCLOSED ON AN "AS-IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY AS TO ACCURACY, COMPLETENESS OR OTHER WARRANTIES, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE IN DAMAGES, OF WHATEVER KIND, BECAUSE OF THE OTHER PARTY'S RELIANCE ON OR USE OF THE CONFIDENTIAL INFORMATION PROVIDED UNDER THIS AGREEMENT.
9. Compliance with Laws. Each Party shall strictly comply with all applicable laws, rules and regulations in furtherance of this Agreement, including but not limited to those regarding the import, re-import, export, re-export of information, products and technology to or from another country, which include, but are not limited to, data privacy laws, export, import and trade laws, rules and regulations.
10. Remedies. The Receiving Party acknowledges that the Disclosing Party may be irreparably damaged in the event that any of the terms of this Agreement are violated by it or any of its Affiliates or Representatives, and agrees that such terms shall be enforceable through (i) issuance of a temporary restraining order and/or injunction restraining the unauthorized copying, duplication, use, or disclosure of any Confidential Information furnished to or acquired by either Party or any of its Affiliates or Representatives, or (ii) any other equitable remedies, which shall be cumulative with, and not exclusive to, any other remedy. These remedies shall be in addition to any other rights or remedies available to each Party under applicable laws or under the terms of this Agreement. The Receiving Party agrees that if this Agreement is breached or is threatened to be breached, the Disclosing Party may seek any type of remedy to which the Disclosing Party may be entitled to seek, including but not limited to any remedy available to it under any applicable law, rule, or regulation. The Receiving Party waives on behalf of itself and its Affiliates and Representatives any requirement that a person seeking to enforce the provisions of this Agreement submit proof of the economic value of any Confidential Information or post any bond or other security.
11. Governing Law; Jurisdiction. This Agreement shall be governed by the laws and regulations of Luxembourg in effect as of the Effective Date, without regard to any provisions of conflicts of laws to the contrary. All disputes arising out of or in connection with this Agreement shall be submitted to the International Court of

Arbitration of the International Chamber of Commerce and shall be finally settled under the then current Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The arbitration shall be conducted in the English language. The seat and location of the arbitration shall be Zurich, Switzerland. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply, provided the amount in dispute does not exceed US\$ 300,000 at the time of the communication referred to in Article 1(3) of the Expedited Procedure Rules.

12. Severability. If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated.
13. Relationship of Parties. This Agreement is not intended to create, and shall not be construed as creating, a joint venture, partnership or other formal business arrangement between the Parties. Neither Party has an obligation under this Agreement, nor does this Agreement impose a commitment on either Party, to purchase any product or service from the other Party, or to proceed with any further agreements or enter into a business relationship with the other Party. Neither Party shall have the authority to bind or otherwise obligate the other Party. Each Party represents that the individual signing below has the requisite authority to enter into and make disclosures under this Agreement and to legally bind the Party represented by that individual. Neither Party will be liable to the other Party for any costs, expenses, risks, or liabilities arising out of the other Party's efforts concerning this Agreement.
14. Notice. All notices, requests, consents, waivers, and other communications under this Agreement shall be in writing and shall be deemed to have been given: (a) when received by the addressee if sent by a nationally recognized overnight courier, with delivery tracking; (b) when received by the addressee by certified or registered mail, return receipt requested, postage prepaid; or (c) on the date sent by electronic transmission, if notice is also given by one of the other two methods. The address and individual designated by each Party to receive notices pursuant to this Agreement is stated in the heading of this Agreement.
15. No Waiver. The failure of either Party to enforce any rights resulting from a breach of any term or condition of this Agreement by the other Party shall not waive or be deemed to waive any rights relating to a subsequent breach of such provision or of any other right under this Agreement.
16. Counterparts. This Agreement may be executed by the Parties separately in two or more identical counterparts, all of which together shall constitute the Agreement. Delivery of the Agreement signature counterparts by facsimile or email shall be considered delivery of original signatures and each Party may rely on and use the facsimile or email signatures as evidence of the execution and delivery of the Agreement by all Parties.
17. Entire Agreement. This Agreement is the entire agreement between the Parties and supersedes all prior communications, oral or written, relating to the subject matter. All representations, offers, and undertakings of the Parties made prior to the Effective Date of this Agreement, in whatever Format, are merged into this Agreement. This Agreement may not be modified by a Party in any manner unless made in writing,

signed and dated by authorized representatives of each Party. Neither Party may assign any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party except to a purchaser of all, or substantially all, of that Party's stock or assets; however, in this case, the assigning Party continues to be bound by the terms and provisions of this Agreement.

NAME OF SECOND PARTY

Joyson Auto Safety S.A.

[_____]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____