

MUTUAL NONDISCLOSURE AGREEMENT

This AGREEMENT, made this day of 2019, by and between **[insert name of TI legal entity]**, having a place of business at **[insert address of other party]** and **[insert name of other party]**, having a place of business at **[insert address of other party]**.

WHEREAS, the parties may from time to time enter into discussions for the purpose of **[insert relevant information]** (referred to as the "Project"); and

WHEREAS, as a result of such discussions the parties may disclose to each other information which is considered proprietary and/or confidential; and

WHEREAS, the parties desire to provide for the protection of their proprietary and/or confidential information, and further desire to set forth their mutual obligations with respect to the same;

NOW, THEREFORE, the parties hereby agree as follows:

- 1) The terms and conditions of this Agreement shall apply to all Confidential Information (as hereinafter defined) which is disclosed by either party (or their respective Related Companies) to the other party. A Related Company is any higher-tiered parent company of a party hereto and any subsidiary or affiliate in which such parent company of a party hereto directly or indirectly controls at least 51% of the voting stock or other ownership interest. (Having access to TIFS's information systems shall be deemed to be a disclosure made in writing.)
- 2) All information (written, oral, visual or electronic), including, but not limited to, information concerning the Project or the parties' respective businesses, proposals, methodologies, samples, prototypes, records, documents, technical and nontechnical data, formulae, patterns, programs, methods, techniques, processes, plans, specifications, drawings, test results and reports, concepts, inventions and discoveries disclosed by either party to the other shall be deemed Confidential Information. To the extent possible, the disclosing party shall designate Confidential Information in writing as "Confidential," "Proprietary," "Trade Secret" or "Secret". Such designation may be made by an appropriate stamp or legend on written disclosures or, if information is disclosed orally or otherwise made available by non-written means, the disclosing party shall state at the time of disclosure that such information is "Confidential", "Proprietary" or "Secret" and shall thereafter, within thirty (30) days of such disclosure, confirm to the receiving party in writing that the disclosing party considers the information Confidential Information. Personal data as defined by Art. 2 of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) shall always be considered Confidential Information, regardless of whether the disclosing party has informed the receiving party of its intention to keep this information 'confidential' or 'secret'.
- 3) In consideration of the disclosure of Confidential Information to it, the receiving party agrees that it shall not disclose to any third party, or use for itself (except for the purpose set forth in the recitals to this Agreement), or use on behalf of any third party any Confidential Information without the prior written consent of the disclosing party. (Notwithstanding the foregoing, Confidential Information may be shared with a receiving party's respective Related Companies, as long as the Related Company agrees to keep

the Confidential Information confidential and use the information only in compliance with the restrictions of this Agreement.) The foregoing restrictions shall not apply to Confidential Information:

- i) which is in or enters the public domain through no fault of the receiving party; or
- ii) which was in the receiving party's possession prior to disclosure by the disclosing party, as demonstrated by credible written evidence; or
- iii) which is disclosed to the receiving party by a third party not under obligation to the disclosing party to hold the information in confidence; or
- iv) which is independently developed by the receiving party, as demonstrated by credible written evidence.

Disclosures made under this Agreement shall not be deemed to be within one of the foregoing exceptions merely because they are embraced by more general information within the exception. In addition, any combination of features shall not be deemed to be within one of the foregoing exceptions merely because individual features are within the exception, but only if the combination itself is within the exception.

- 4) Either party shall have the right to transmit information in its possession in response to formal inquiries from the government or governmental agencies or to an order from a court of competent jurisdiction. A party, that has received Confidential Information disclosed under this Agreement, will promptly notify the disclosing party if the receiving party is requested or required to disclose such Confidential Information. The disclosing party may, at its sole cost and expense, seek an appropriate court order or take other reasonable steps, with regard to the government, government agency or court, as it deems appropriate and necessary to maintain the confidentiality of such Confidential Information. If, in the absence of a protective order or other remedy, the receiving party is compelled to disclose Confidential Information, the receiving party may, without liability hereunder, disclose such Confidential Information, as it is required to disclose. Notwithstanding the above, any Confidential Information disclosed hereunder may be introduced as evidence in any legal proceedings, suits, or actions between the parties, but only after parties take reasonable steps, such as protective orders, to protect the confidentiality of the Confidential Information in such proceedings, suits or actions. Each party also agrees that it will, upon demand, return or destroy (at the election of the requester) any prototypes, and if destruction is chosen, provide written confirmation of destruction.
- 5) Each party agrees that it will, upon demand, return all documents or other written material and all copies thereof made by it, which contain Confidential Information disclosed to it by the other party. In the event Confidential Information disclosed by the other party has been incorporated by a party into other documents that contain other information, which such party considers proprietary and/or confidential, that party shall certify the destruction of such documents to the other party. Notwithstanding the provisions of this section, each party may keep in the files of its law department (or external legal counsel) one set of all documents or other written material containing the Confidential Information of the other party, provided that reasonable measures are taken to limit access to such files, for the sole purpose of resolving future disputes concerning this Agreement.
- 6) The parties acknowledge that the remedy at law for any breach of its obligations hereunder would be inadequate and that the non-breaching party shall be entitled to an injunction restraining any violation by the breaching party of this Agreement (without any bond or other security being required) or any

other appropriate decree or specific performance. Such remedies shall not be exclusive and shall be in addition to any other remedy, which non-breaching party may have.

- 7) This Agreement does not constitute or imply a license or other permission by either party to the other to use or practice the Confidential Information disclosed under this Agreement. This Agreement does not constitute or imply an offer or promise by either party to agree to any further agreement with respect to the Confidential Information or any other matter. This Agreement does not incur or modify any purchasing or supply obligations. The disclosure of Confidential Information between the parties does not constitute a public disclosure, use or offer for sale thereof, nor create a bar to filing patent applications anywhere in the world.
- 8) The term of this Agreement shall commence on the date first set forth above and shall continue until terminated by either party on not less than ten (10) days prior written notice. The parties acknowledge that Confidential Information hereunder may include trade secrets. Any such trade secret information shall be identified as such in writing to the other party. The provisions of this Agreement shall survive and continue to apply to such trade secrets for as long as such Confidential Information remains a trade secret under applicable law, notwithstanding the intervening termination, expiration or cancellation of this Agreement. The provisions of paragraphs 3, 4 and 5 of this Agreement shall survive and continue to apply to any other item of Confidential Information for a period of five (5) years from the date of disclosure of such Confidential Information notwithstanding the intervening termination, expiration or cancellation of this Agreement.
- 9) This Agreement constitutes the entire understanding between the parties with respect for the subject hereof. This Agreement may not be modified or amended, except by a writing signed by the party to be bound thereby.
- 10) This Agreement will be interpreted and enforced under the laws of the country (and state/province, if applicable) where the TIFS legal entity is situated, without recourse to the conflicts of laws provisions thereof. All disputes involving this Agreement shall be adjudicated exclusively in the courts in the country (and state/province, if applicable) where the TIFS legal entity is situated.

WHEREFORE, intending to be bound hereby, the parties have caused their authorized representatives to execute this Agreement the date first above written.

[insert name of TI legal entity]

[insert name of other party]

By: _____

By: _____

Print Name

Print Name

Title: _____

Title: _____

REASON FOR CHANGE TABLE:

REVISION LETTER	REVISION DATE	DESCRIPTION OF CHANGE	APPROVAL HISTORY
A	08 th August 2013	Implementation within the Corporate Management System documentation	European Legal Director
B	22 nd February 2016	Review of the document for actuality. No content changes made. Change of document title to harmonize with other country specific documents.	European Legal Director
C	13 th February 2020	Updated header logo to TI Fluid Systems Update to clause 2 in line with GDPR. References to "TI Auto"	European Legal Director
F	24 th April 2023	Re-release of revision level C into GQS	European Legal Director