

Effective as of \_\_\_\_\_ ("Effective Date")

**Veoneer AB**, means the independent legal entity entering into this Contract as a Party, including wholly-owned subsidiaries of Veoneer, Inc., having a place of business at [address] \_\_\_\_\_ ("VEONEER")

AND

**Company:** \_\_\_\_\_ having a place of business at [address] \_\_\_\_\_ ("VENDOR"), each a "Party" and collectively the "Parties," agree as follows:

#### BACKGROUND

**A.** The Parties (with respect to **Veoneer**, "Parties" includes its wholly-owned subsidiary companies) are engaged in business discussions of a sensitive nature relating to a business opportunity for electronic safety systems and components ("PURPOSE") which may require disclosure of certain Confidential Information, either directly or indirectly, by one of the Parties (as "DISCLOSER") to the other (as "RECIPIENT") and/or their respective employees;

**B.** Neither Party is willing to make disclosure of Confidential Information to the other Party concerning the PURPOSE without the other Party's agreement to hold such information in trust and confidence. In consideration of the business discussions between the Parties and each giving access to their Confidential Information, the Parties hereby agree to the terms related to the treatment of Confidential Information and other considerations as set forth in this Agreement:

#### 1. Confidential Information

The Parties agree that "**Confidential Information**" shall mean **any** information disclosed by the DISCLOSER to the RECIPIENT for or related to the PURPOSE, disclosed directly or indirectly or whether disclosed prior to or subsequent to the Effective Date and which is:

- (a) disclosed in writing and marked as "CONFIDENTIAL" (or comparable legend) at the time of disclosure or
- (b) if disclosed orally or visually, is identified as being CONFIDENTIAL at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure.

#### 2. Ownership and Retention of Confidential Information

All Confidential Information shall be and remain the property of the DISCLOSER. Upon written request of the DISCLOSER, RECIPIENT shall use reasonable efforts to return or provide written certification of destruction of all Confidential Information in RECIPIENT's possession or in the possession of any of its Affiliates, including any emails and other electronic documents containing Confidential Information (but excluding automatic electronic backup and archive systems). Notwithstanding the preceding sentence, the RECIPIENT may retain one (1) copy of the DISCLOSER's Confidential Information in secure files, for legal purposes only. The return or retention of any Confidential Information will not relieve the RECIPIENT from its obligations under this Agreement.

#### 3. Disclosure and Use of Confidential Information

The RECIPIENT agrees that all Confidential Information received shall be used only for evaluation purposes and shall be disclosed only to those employees to whom such access is necessary for carrying out the PURPOSE and shall advise such employees of the obligations to maintain the Confidential Information in confidence pursuant to the provisions of this Agreement. No other use of Confidential Information is contemplated by this Agreement and the RECIPIENT shall not allow the direct or indirect disclosure, dissemination, publication or other use of any Confidential Information to any third party.

The RECIPIENT agrees to maintain and protect the DISCLOSER's Confidential Information to avoid unauthorized dissemination, publication or use of the Confidential Information with the same degree of care the

RECIPIENT normally uses in the protection of its own information and data of a proprietary and/or confidential nature to prevent disclosure thereof, but not less than a reasonable degree of care.

The Parties agree that the RECIPIENT shall advise the DISCLOSER in writing of any misappropriation or misuse by any person(s) of CONFIDENTIAL INFORMATION of which the RECIPIENT becomes aware.

#### 4. Organizational Use of Confidential Information

The Parties recognize that either may be part of an organization of multiple legal entities in several jurisdictions and that it may be necessary to provide Confidential Information to its Affiliate(s) and to its subcontractor(s). For this purpose, the Parties agree that:

- (a) Recipient may disclose Confidential Information to its Affiliates but only to the extent that such Affiliate has a need to know for the purpose of carrying out the PURPOSE; and
- (b) Disclosure by or to an Affiliate shall be deemed to be a disclosure by or to the Party, as applicable; and
- (c) Recipient may disclose Confidential Information to its subcontractors but only to the extent that such subcontractor has a need to know for carrying out the PURPOSE and provided that such subcontractor accepts confidentiality obligations no less restrictive than those contained in this Agreement; and
- (d) Recipient shall be responsible for the observance and proper performance by all of its Affiliates and subcontractors of the terms and conditions of this Agreement.

For the purpose of this Agreement, the term "Affiliate" shall mean a company: (i) which owns or controls, directly or indirectly, at least 50% of the voting stock of the Party; or (ii) of which at least 50% of the voting stock is owned or controlled, directly or indirectly, by the Party; or (iii) of which at least 50% of the voting stock is owned or controlled, directly or indirectly, by any company mentioned in (i) above.

#### 5. Exceptions to Disclosure of Confidential Information

Notwithstanding anything to the contrary herein, it is understood and agreed that the restrictions on disclosure and use of Confidential Information contained in this Agreement shall not apply to any information acquired by the RECIPIENT which:

- (a) was generally available to the public at the time of disclosure, or which becomes available to the public other than through fault of the RECIPIENT;
- (b) was already known to the RECIPIENT prior to its receipt from the DISCLOSER;
- (c) is lawfully obtained at any time from a third party under circumstances permitting its use or disclosure to others; or
- (d) is independently developed by the RECIPIENT without reliance upon the DISCLOSER's Confidential Information; or
- (e) is disclosed with the prior written consent of the DISCLOSER.

Subject to Paragraph 6 and Paragraph 7, the RECIPIENT may use Residuals for any purpose. The term "**Residuals**" shall mean information in intangible form, including ideas, concepts, techniques and know-how contained therein, retained in the minds of those who (i) have had rightful access to DISCLOSER's CONFIDENTIAL INFORMATION; (ii) have not intentionally memorized the DISCLOSER's CONFIDENTIAL INFORMATION for the sole purpose of evading obligations contained in this Agreement; and (iii) have not made concurrent reference to a tangible embodiment of the DISCLOSER's CONFIDENTIAL INFORMATION.

If the RECIPIENT is required to disclose Confidential Information pursuant to mandatory law, regulation, or court order it may do so provided it gives the DISCLOSER prompt written notice of the requirement and upon request

and at the DISCLOSER's expense, assists the DISCLOSER in seeking a protective order or other similar protection. If, in the absence of a protective order, the RECIPIENT determines that it is required to disclose such Confidential Information, it shall advise the respective authority of the confidential nature of the Confidential Information and shall limit the disclosure only to the extent required.

## 6. Term

The restrictions on disclosure and use set forth in this Agreement shall extend for a period of five (5) years from the Effective Date, unless the Confidential Information is personally identifiable information, source code, or hardware source files, in which case such restrictions will remain in perpetuity. Each Party represents and warrants to the other that all such prior Confidential Information received from the DISCLOSER has been maintained in confidence and has not been disclosed to any third party except as authorized in writing by the DISCLOSER.

This Agreement shall terminate one (1) year from the Effective Date but may be terminated by either Party giving thirty (30) days written notice to the other Party. Termination shall not affect the rights and obligations arising under this Agreement, including the confidentiality term set forth here in Paragraph 6.

## 7. Absence of License or Other Agreement

No proprietary or license rights, under any trademark, patent, copyright or any other intellectual property right is granted under this Agreement and the RECIPIENT, without a further written agreement, cannot practice or use the Confidential Information.

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, pooling arrangement, agency relationship, partnership, or formal business organization of any kind, nor does the exchange of any Confidential Information constitute an offer, acceptance, or promise of any future contract or amendment to any existing contract between the Parties.

## 8. Warranty

THIS AGREEMENT DOES NOT GRANT ANY WARRANTY, GUARANTEE, OR REPRESENTATION WITH RESPECT TO ANY EXCHANGED CONFIDENTIAL INFORMATION, EITHER EXPRESS OR IMPLIED. ALL INFORMATION IS DISCLOSED ON AN "AS IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY AS TO ACCURACY, COMPLETENESS OR OTHERWISE. NEITHER PARTY SHALL BE LIABLE IN DAMAGES, OF WHATEVER KIND, AS A RESULT OF THE OTHER PARTY'S RELIANCE ON OR USE OF THE INFORMATION PROVIDED HEREUNDER.

## 9. Export

The RECIPIENT will not knowingly export or re-export, directly or indirectly, any technical data (as defined by the United States Export Administration Regulations) under this Agreement to a destination to which such export or re-export is restricted or prohibited by United States or non-United States law without obtaining prior authorization from the United States Department of Commerce and/or other competent government authorities to the extent required by those laws; or export or re-export directly or indirectly, any direct product of such technical data, including software, to a destination to which such export or re-export is restricted or prohibited by United States or non-United States law without obtaining prior authorization from the United States Department of Commerce and/or such other competent government authorities to the extent required by those laws.

## 10. Indemnification

Each Party agrees to indemnify and hold the other harmless from and against any loss, claim, damage or liability arising out of breach of this Agreement by such Party or its officers, employees, representatives or

others under its control. The obligations set forth in this Paragraph 10 shall survive expiration or termination of this Agreement.

## 11. Remedies

It is understood by the Parties hereto that monetary damages alone may not be an adequate remedy for any breach of the provisions of this Agreement and that its provisions may be specifically enforced by an injunction issued by a court of competent jurisdiction.

## 12. Waiver

No delay or omission in the exercise of any right or remedy hereunder or under any applicable law shall constitute a waiver of such right or of any other right or remedy available to such party; nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any right or remedy on any other occasion.

## 13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and shall not be modified in any way except by an instrument in writing duly executed by the Parties hereto or their respective assignees. Furthermore, this Agreement supersedes all prior agreements and understandings relating to the exchange of Confidential Information between the Parties for the PURPOSE, and between their related entities and affiliates.

## 14. Coverage

This Agreement shall be binding on and inure to the benefit of the respective successors, assigns or other legal representatives of the Parties hereto. This Agreement will apply to any business relationship concluded with a wholly-owned subsidiary.

## 15. Applicable Law

This Agreement shall be construed in accordance with the laws of the State or Country of the Veoneer facility issuing this Agreement.

## 16. Authority

Each Party represents that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter this Agreement, understands it, and agrees to be bound by it.

AS EVIDENCE of mutual agreement to the above conditions, the foregoing terms and conditions are accepted and agreed to by the Parties as of the Effective Date. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

### VEONEER

Legal Entity Name:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Company Name:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_