



Date _____

Company name _____ (hereinafter referred to as "Company")

street #, Street _____

City, State PO-Box _____

Dear business partner:

Re: Mutual Confidentiality Agreement

In connection with the discussions between above mentioned Company, (hereinafter the "Company") and Magna Steyr USA Inc.. (hereinafter referred to as "MAGNA") regarding automotive projects dealing with equipment, fixtures, tooling or services, usable for the manufacture, assembly, or supply of vehicles or components (the "Project"), each of the Company and MAGNA may, from time to time, provide the other with certain confidential and/or proprietary information and/or use a competitive advantage, which may be considered as a trade secret according to the Industrial Property Law, (collectively, "Confidential Information"). Accordingly, each of the Company and MAGNA agree to treat all Confidential Information furnished or disclosed by the other in accordance with this agreement.

For purposes of this agreement: (a) the term "Discloser" means either the Company or MAGNA and any of its subsidiaries and affiliates when providing or disclosing Confidential Information to the other party hereto; (b) the term "Recipient" means either the Company or MAGNA when receiving Confidential Information from the other; and (c) the term "Confidential Information" includes, without limitation, all prints, designs, drawings, layouts, developments, technical data, models, prototypes, samples, knowledge, technology, products, processes, inventions, discoveries, improvements, licensed rights, know-how, show-how, trade secrets, processes, plans, books, records, customer and/or competitor information, market information, business plans, finances, quotes, industrial designs, copyrights, methods, certifications, standards, budgets, projections, utility models, reports, trade names and strategies, formulas, specifications, supply proposal, engineering information, programming techniques, technical and operational information, flow charts, current or anticipated requirements of customers, price list, market research, sales analysis customer lists and any other information relating to the operation of the parties and /or its subsidiaries, affiliates, related companies or its customers or suppliers and any other information relating to the operation of the parties and /or its subsidiaries, affiliates, related companies or its customers or suppliers whatsoever (including, if applicable, patents and/or patent applications), in whatever format or medium (including oral, visual, electronic or written form), and whether or not marked "confidential", "secret", "proprietary" or in some other applicable fashion.

The provisions of this agreement do not impose any obligations on Recipient with respect to information, knowledge or data which Recipient can demonstrate:

- (i) Is already known to Recipient and existed in documentary or other physical form in the possession of Recipient prior to the time of disclosure by Discloser;
- (ii) Is subsequently conceived, discovered or developed by Recipient completely independently of any

information provided by Discloser;

- (iii) Is or becomes generally available to the public other than as a result of a disclosure by Recipient or its officers, employees, agents or representatives;
- (iv) Is disclosed by Recipient with Discloser's specific and prior written consent or which is provided by Discloser to a third party without imposing a similar duty of confidentiality;
- (v) Becomes available to Recipient on a non-confidential basis from another source, provided that such other source is not known by Recipient to be bound by confidentiality agreements with, or other obligations of secrecy to, Discloser or another party; or
- (vi) Is required to be disclosed by Recipient pursuant to a final judicial or governmental order or directive, provided that Discloser is given prior notice and a reasonable opportunity to obtain an appropriate protective order.

Recipient agrees that the Confidential Information received from Discloser will be kept strictly secret and confidential, held in trust for Discloser, not disclosed to any third party and used solely for the purposes of the Project and not for the benefit of Recipient or any third party, with all rights to commercially exploit anything derived from the Confidential Information (for any use) being reserved exclusively to Discloser; provided that the Confidential Information may be disclosed to such of the officers, employees, agents and representatives of Recipient and/or its affiliates and by MAGNA to such of the officers, employees, agents and representatives of MAGNA's customer who need to know the same in carrying out their responsibilities in the course of the Project (with such officers, employees, agents and representatives being informed by Recipient of the confidential nature of the Confidential Information and directed to treat such Confidential Information in accordance with this agreement for the benefit of Discloser). Recipient shall remain individually and jointly liable with such officers, employees, agents and representatives for any breach of this agreement.

Recipient agrees to use adequate procedures to preserve the secrecy and confidentiality of the Confidential Information received from Discloser, such procedures being at least equal to those used by Recipient to protect its own confidential information of the same or a similar nature and relative importance, but no less than reasonable procedures under the circumstances and in strict compliance of the Industrial Property Law.

At Discloser's request and, in any event, upon termination of the Project, Recipient and its officers, employees, agents and representatives will promptly return all of the Confidential Information in tangible form to Discloser (including, without limitation, samples, specimens, evaluations, analysis or any other documents containing or derived from the Confidential Information), without retaining any copies, notes or extracts thereof (whether or not made or compiled by Recipient, its officers, employees, agents or representatives, or furnished by Discloser), provided that (i) Recipient shall be entitled to retain one copy of the Confidential Information in a confidential file in its legal department for purposes of confirming its compliance with its obligations under this agreement and (ii) the foregoing obligation does not apply to any Confidential Information electronically archived as part of a standard IT Back-up procedure and further provided that in respect to any Confidential Information not to be returned or destroyed the confidentiality obligations herein shall continue to apply for an indefinite term. In lieu of such return of the Confidential Information, Discloser may (at its option) permit the destruction thereof, with such destruction being confirmed by a sworn certificate of a senior officer of Recipient.

Ownership of all Confidential Information, whether contained in original or duplicate documents, however stored, shall at all times remain vested in Discloser. Nothing in this agreement grants Recipient any right or license under any patent, patent application, copyright, trademark, trade secret or other form of proprietary technology or intellectual property rights contained or referenced in the Confidential Information received from Discloser (and whether now or hereafter owned, used or controlled by Discloser and/or Discloser's affiliates, suppliers and customers). Recipient further agrees not to decompile, disassemble, decode, reproduce, redesign or reverse engineer any of Discloser's Confidential Information. This provision shall survive any expiration or other termination of this agreement.

Neither party makes any representation or warranty to the other party, express or implied, with respect to any Confidential Information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose, or freedom from patent infringement, whether arising by law, custom or otherwise. Only those representations or warranties that are made to Recipient within a definitive business transaction agreement, when, as, and if it is signed by the parties will have any legal effect. Nothing in this agreement obligates either the Company or MAGNA to purchase any good or services from, or to conclude any supply or other agreement with, the other. Neither party shall be obligated to disclose to the other any Confidential Information or any other information and each party shall have the absolute discretion as to what Confidential Information it may make available to the other party.

Without limiting any rights or remedies available to either party (including injunctive relief to prevent any actual or threatened breach of this agreement), the Company and MAGNA agree to use reasonable efforts to amicably settle any disputes or differences which may arise under this agreement. Each Party acknowledges that the use or disclosure of Confidential Information in violation of this agreement shall give rise to irreparable injury to the other party. Accordingly, the parties agree that, in addition to any other legal or equitable remedies that may be available, Discloser shall be entitled to seek equitable relief, including an injunction and specific performance, in the event of a breach or threatened breach of this agreement by Recipient.

Unless otherwise mutually agreed (which agreements shall include the form and substance of the intended disclosure), each of the Company and MAGNA agree not to enter into any publicity relating to the business arrangements contemplated under this agreement.

The obligations arising under this agreement shall continue for a period of five (05) years after the date of the last disclosure of Confidential Information pursuant to this agreement (or, if earlier, until the time that the particular Confidential Information ceases to retain its status as "confidential" under the terms hereof).

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, unenforceable or contrary to law, such provision shall be deemed to be deleted and the validity and enforceability of the remaining provisions of this agreement shall in no way be affected thereby.

Neither party hereto shall, directly or indirectly, assign or purport to assign this agreement or any of its rights and obligations in whole or in part to any third party without the prior written consent of the other party. This agreement shall be binding upon and ensure to the benefit of the parties hereto, and their successors and assigns.

This agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements and agreements between, the parties, whether oral or written, with respect to the subject matter. This agreement shall only be waived, modified or amended in writing when signed by authorized representatives of both the Company and MAGNA.

The Parties acknowledge that due the nature, characteristics, competitiveness, of the Confidential Information, breach of any of its obligation hereunder, shall cause serious damages and economic losses to the affected party and its subsidiaries and/or affiliates. Under this, the affected party may demand the payment of damages and regardless the foregoing, may carry civil and/or criminally against the party has failed and/or its directors, officers, shareholders, employees, agents and representatives, in order that they apply the appropriate sanctions, according to the federal, state and/or municipal law. The Parties also recognized that sanctions and monetary compensation will not be sufficient and the aggrieved party shall be entitled to seek the specific performance as provided in this Agreement.

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America, and the corresponding jurisdiction of the State of Michigan.

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. When executed by representatives of the Company and MAGNA, this agreement shall be delivered in person.

As confirmation of the acceptance of this agreement, please execute, date and return a copy of this letter to the attention of the undersigned at your earliest convenience.

Yours very truly,

Magna Steyr USA Inc.
750 Tower Drive
Troy, Michigan 49098
United States

ACCEPTED and AGREED:

Company name _____

street #, Street _____

City, State PO-Box _____

By: _____

Date: [Date of execution]

[name]

[title]