

SUPPLIER PORTAL TERMS OF USE AND CONFIDENTIALITY AGREEMENT

NOTICE TO SUPPLIER: PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING “I ACCEPT” OR BY ACCESSING *SRM Bidding & Auctions (DRIVE/SAP)*, *SDS (Supplier Development System)*, *Electronic Data Interchange (EDI)* and/or *Supplier Portal www.purchasing.autoneum.com* (“SYSTEM”), YOU AND THE LEGAL ENTITY YOU REPRESENT (“SUPPLIER”) ACCEPT THE FOLLOWING TERMS FROM **Autoneum Management Ltd** (all suppliers except those with residence in North America) and **Autoneum North America, Inc.** respectively (suppliers with residence in North America) (“AUTONEUM”). YOU AND THE SUPPLIER AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. THE ORGANIZATION AGREES THAT IT IS ENFORCEABLE AS IF IT WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU ON BEHALF OF THE SUPPLIER.

Whereas, in connection with the access of the Supplier to the System and the registration of the Supplier with the System comprised by *SRM Bidding & Auctions (DRIVE/SAP)*, *SDS (Supplier Development System)* and *Electronic Data Interchange (EDI)* and *Supplier Portal www.purchasing.autoneum.com*, as well as with regard to any subsequent negotiation and conclusion of a contract, the Parties intend to exchange confidential and personal information, and the Parties wish to set up the conditions for such exchange (“Exchange”) (“Agreement”). Now, therefore, the Parties agree as follows:

1. Definitions. The term

- (a) “Confidential Information” includes, without limitation, all data, know-how, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, records, compilations, customer lists, pricing information, studies, findings, inventions and ideas, improvements and discoveries etc. and financial information, including but not limited to earnings, assets, prices, fee structures, volumes of purchases or sales, or other financial data, whether relating to either party generally, or to particular products, services, geographic areas, or time periods and also includes confidential information and trade secrets about Autoneum, its parent’s, subsidiaries’ and affiliates’ business practices and plants not generally known and available to the public, whether disclosed by Autoneum, its parent, subsidiaries or affiliates (Autoneum Group) and whether in writing, oral, recorded, digital, electronic or computer format.
- (b) “Personal Information” includes, without limitation, all data Autoneum may obtain from Supplier by accessing and using the System related to any identified or identifiable individual or legal entity;

2. Non-Disclosure. The Parties acknowledge that all information and documents disclosed in connection with the access to the System and Exchange are strictly confidential and that unauthorized disclosure of such knowledge may cause substantial damage to the disclosing Party. In view of their knowledge of the Confidential Information the Parties undertake:

- (a) to keep the Confidential Information strictly confidential and not to disclose such information to any person within or outside its organization, except as permitted according to this Agreement;
- (b) to prevent disclosure of Confidential Information to any third party, using at least the same degree of care one usually employs in own affairs of similar character. The parties shall limit internal dissemination of Confidential Information within its own organization to individuals also in its affiliates on a „need to know basis“, provided that there is a clear understanding by such individuals of their obligation to maintain the confidential status of such information and restriction of its use solely to the purpose specified herein.
- (c) not to use the Confidential Information for any purpose other than the Exchange without the prior written consent of the disclosing Party;
- (d) to keep all documents in hardcopy or electronic form prepared or obtained in connection with the Exchange safe and separate from other documents, and not to make them available to any person, except to those employees, who are direct engaged with the Project, and who are bound to an equivalent confidentiality obligation;

- (e) to make only such copies of Confidential Information as strictly necessary for the Exchange;
 - (f) not to keep any copies and, at the request of the disclosing Party, to destroy or hand over all documents and photo obtained or prepared in connection with the Exchange;
 - (g) to notify the disclosing Party immediately if Confidential Information has been disclosed to or is in the possession of a third party
3. Disclosure of Confidential Information. Information shall not be deemed Confidential Information and recipient shall have no confidentiality obligation with respect to such information which:
- (a) is or becomes publicly known through no fault of the recipient, or
 - (b) is already known to the recipient at the time of disclosure, or
 - (c) is received by the recipient from a third party without similar restriction as to non-disclosure and without breach of this Agreement, or
 - (d) has been or is independently developed by the recipient, or
 - (e) is required to be disclosed by law, or by a requirement of a regulatory body or stock exchange.
- Disclosure to this subsection shall not occur until, where reasonable practicable, the receiving Party has notified the disclosing Party of any possible disclosure and the disclosing Party has been afforded the opportunity to review such disclosure and to attempt to prevent or limit any such disclosure.
4. Use of Personal Information. All Personal Information provided or made available to Autoneum may be processed only for the purpose of the Exchange and following negotiation, closing and the execution of contracts. As Autoneum is a global and worldwide acting company, Autoneum may disclose Supplier's Personal Information to other affiliates worldwide that may use such Personal Information for the purposes listed in this Section, but also agree to treat it in accordance with this Agreement. Supplier's Personal Information may therefore be transferred to countries with a different level of data protection than the country from where Supplier has submitted its Personal Information.
5. Disclosure of Personal Information. Supplier's Personal Information may be disclosed to third parties if Autoneum is required to do so to respond to law enforcement requests or where required by applicable laws, court orders, or government regulations. Autoneum also may disclose Supplier's Personal Information to contractors Autoneum uses to support its business, in which case Autoneum will require such contractors to agree to treat it in accordance with this Agreement and use it for the same purposes.
6. Protection of Personal Information. The Parties undertake to comply with the provisions of the applicable data protection legislation and the provisions in this Agreement. The Parties undertake to take the economically reasonable and technically and organizationally possible measures to ensure that data collected via the System or arising in the framework of execution of contracts are effectively protected against unauthorized knowledge by third parties.
7. No License Granted, No Duty to Transact. Nothing in this Agreement is intended to grant any right or license, either express or implied, to the recipient under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant recipient any right or license in or to confidential data. The registration of this Agreement do not create a duty of Autoneum to provide any information or to enter into any transaction or other agreement with Supplier.
8. Term. This Agreement is effective as of the registration with the System and shall continue for a period of ten (10) years from the date of last disclosure of Confidential or Private Information, except for Confidential Information constituting trade secrets and in such case the restrictions shall continue for so long such information is recognised as a trade secret.
9. Remedies. The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are by the Parties to be reasonable for such purpose. The recipient agrees that any breach of this Agreement may cause the disclosing party substantial and irreparable injury and, therefore in the event of any such breach, in addition to other remedies which may be available, the disclosing party shall have the right to seek specific performance and other injunctive and equitable relief.

10. Entire Agreement. This document constitutes the entire agreement between Autoneum and Company relating to the subject matter hereof and supersedes all previous communications, both oral and written, representations and understandings among the parties with respect to the subject matter of this Agreement. No modification, deletion or amendment and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the Parties by their duly authorized officers or representatives.
11. Assignment. Assignment of this Agreement without the other Party's consent shall be void.
12. Severability. In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable and all other provisions shall remain in full force and effect. In such case the Agreement shall be supplemented by an amendment, which as far as legally possible reflects the mutual interest of the parties shown in this Agreement.
13. Applicable law, jurisdiction. This Agreement is governed exclusively by and construed in accordance with substantive Swiss law without giving effect to the conflict of law principles. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these rules. The number of Arbitrators shall be one (1). The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.