



Confidentiality Agreement

Lamborghini has provide specific information and documents to the signing company for the purpose of receiving an offer to the enclosed Request for Quotation (RFQ) based on the General Conditions of Purchase of Materials of Lamborghini, Edition 2005. Therefore, Lamborghini and the signing company agree that these information and documents have to be hold strictly confidential according to the following:

1. The enclosed documents comprise confidential company and business secrets of Lamborghini.
Company and business secrets comprise in particular all business management-related and personal data, development, research and planning data, enquiry details from Forward/Global Sourcing procedures, other enquiries and all associated processes, confidential information received verbally or in writing, knowledge gained, results of work, reports, and materials, samples, drawings, computer simulations, data, files, information from the Lamborghini or Volkswagen Group supply network, hardware and software provided or produced forward in connection with said RFQ (objects of secrecy). This also includes vehicles, components and parts of vehicles not representing series production status and or any status yet not known to the public, and all trials, trial instructions and planning together with their results, and information relating to employees.
2. Considering this intention the signing company undertakes to maintain strict secrecy concerning **company and business secrets** as defined above, not to reveal them to third parties, to use them exclusively for the purposes as herein scheduled, and to take all suitable steps to assure secrecy in respect of the objects of secrecy in accordance with the arrangements as set out in this document.
3. This comprises in particular the undertaking that:
 - not to provide non-authorized third parties with complete or incomplete information;
 - not to provide non-authorized third parties with access to any news concerning the type and/or purpose of the information;
 - immediately inform Lamborghini management of any significant events where access to information (or attempt to obtain information) by third parties has occurred (e.g. journalists, photographers, etc.).
4. In case employees of the signing company get access inside the company of Lamborghini, it is absolutely forbidden to make photographic or video reproductions inside the company. Should this regulation be violated, in addition to being entitled to ask for compensation for damages, Lamborghini will be entitled to confiscate the relative photographs or videos, particularly spools, negatives and prints, and destroy them or have them destroyed. The signer will not be entitled to make any claim arising from this confiscation and destruction of these objects.
5. It is understood by Lamborghini that nothing in this Confidentiality Agreement shall restrict form (i) undertaking similar efforts or discussions with third parties, including competitors of Lamborghini or (ii) using information mentally retained as part of their general skill, knowledge, talent and expertise.
6. Should there be any violation of the obligations assumed by the signer in this document, Lamborghini may ask for compensation for damages.
7. Should the information (i) become open public knowledge, (ii) be lawfully received from a third party who rightfully acquired it and did not obtain it in violation of any confidentiality agreement, (iii) be provided to a third party without restrictions on disclosure or (iv) in any given case, be required to be disclosed by a court or other governmental agency and reasonable notice was given to Lamborghini, the secrecy obligation ceases.
8. The signing company shall ensure that all employees of there company assigned to the completion of the RfQ and, as the case may be, the folowing negotiation and order observe the substance of said agreement in accordance with Data Protection law. The Parties agree to apply by both, the German Federal Data Protection Act and the Italian Legislative Decree no. 196/2003 of Data Protection and recognise that both regulations are comparable.
By means of appropriate written agreements with his employees and auxiliary staff each Party shall ensure that said employees and auxiliary staff acknowledge the provisions as set out in this undertaking as being binding on themselves, or shall ensure that they are otherwise bound by the provisions of their contract of employment/contract of service to maintain secrecy.
9. Where the signing company justifiably has recourse to subcontractors for the purpose of getting all knowledge to create an offer for said RFQ or to participate in the negotiations, or for the purpose of fulfilling its contractual obligations it shall also require such subcontractors to acknowledge in writing the binding nature of this confidentiality agreement.
10. Changes and supplements to this secrecy contract must be in writing. Verbal agreements are null and void.
11. Should one of the provisions of this declaration be invalid, the declaration will be understood to be integrated by a valid declaration conveying a similar meaning.

Sant' Agata (Bolognese)

Automobili Lamborghini S.p.A.

Company name and stamp

Registered office, date

Name, Surname

Signature

For specific approval of Art. 3 (Nondisclosure), Art. 8 (Agreement to the employees) and Art. 9 (Subcontractors) second signature of the company:

Please send back by fax +39 051 6817 702

Please send back by fax +39 051 6817 702