

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, dated as of _____ (the “Effective Date”), is between Volkswagen Group of America Chattanooga Operations, LLC (“VWGoA”), and _____ (“Company”). Each of VWGoA and the Company may be referred to as a “Party,” and collectively as the “Parties.”

VWGoA and Company may provide to each other certain proprietary, confidential and trade secret information in connection with the business purpose described in Exhibit A (the “Business Purpose”). Each Party desires that any such information shall be kept confidential by the other Party. In consideration of the disclosure of such information, each Party is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement.

VWGoA and Company hereby agree as follows:

1. Confidentiality.

(a) As used herein, “Confidential Information” means: (i) written information received from the other Party which is marked or identified as confidential, or information that the receiving Party should reasonably expect to be confidential and (ii) oral or visual information identified as confidential at the time of disclosure which is accurately summarized in writing and provided to the other Party in such written form promptly after such oral or visual disclosure and (iii) information provided orally, even if not reduced to writing, which the receiving Party reasonably should expect to be confidential or which, if disclosed, could provide a third party with any business advantage of any kind.

(b) During the Term (defined below) and for a period of two (2) years thereafter, except in the case of trade secrets, which shall remain subject to the following requirements for as long as they remain trade secrets under applicable law (in total, the “Confidentiality Period”), each Party may use Confidential Information received from the other Party only in connection with the Business Purpose, and may provide such Confidential Information only to its respective parent company, subsidiaries, affiliates under common control with the Party and their employees and agents for their use in connection with the Business Purpose, provided that any such parent company, subsidiary, affiliate, employee, or agent: (i) has a demonstrable need to know or use such Confidential Information solely to perform activities in connection with or furtherance of the Business Purpose; and (ii) is bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Except as expressly permitted hereunder, during the Confidentiality Period, neither Party shall disclose the other Party’s Confidential Information to any other person, entity, or third party and shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of Confidential Information.

(c) Confidential Information shall not include information which belongs to the recipient Party or is (i) already known by the recipient Party without an obligation of confidentiality other than the obligations set forth under this Agreement prior to the time of disclosure by the disclosing Party, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient Party, (iii) rightfully received from a third party without confidentiality restriction, (iv) independently developed

by the recipient Party without use of the other Party's Confidential Information, (v) disclosed without similar restrictions to a third party by the Party owning the information so disclosed, or (vi) approved in writing by the other Party for disclosure by the recipient Party. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information pursuant to a requirement of a governmental agency or law of the United States, or any state or federal governmental or political subdivision thereof, so long as the Party required to disclose said Confidential Information provides the other Party with timely prior notice of such requirement, uses its best efforts to seek confidential treatment for such Confidential Information so disclosed, and discloses only those portions of the Confidential Information required for compliance with such authority.

2. Term and Termination. This Agreement shall remain in effect for a period of one (1) year from the Effective Date, unless terminated earlier by either Party upon thirty (30) days' prior written notice of termination to the other Party (such effectiveness period, the "Term"). Notwithstanding any expiration or termination of the Agreement, the Parties' respective obligations with respect to Confidential Information received prior to termination or expiration of the Agreement shall continue in effect until expiration of the Confidentiality Period.

3. Return of Confidential Information. Upon expiration of the Term, termination of the Agreement or upon the written request of the Party owning Confidential Information, the other Party shall promptly return all copies of Confidential Information to the owning Party or certify, if so requested by the directing Party, in writing that all copies of Confidential Information have been destroyed. A Party may return Confidential Information, or any part thereof, to the other Party at any time.

4. No Further Rights; No Third Party Beneficiary.

(a) Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in Confidential Information except for the use of such Confidential Information for the Business Purpose as expressly provided herein. The Parties expressly agree that the provision of Confidential Information hereunder, and any discussions held in connection with the Business Purpose, shall not prevent either Party from pursuing similar discussions with third parties or obligate either Party to continue discussions with the other or to take, continue or forego any action relating to the Business Purpose, provided that such discussions or actions do not violate the terms of this Agreement. Any estimates or forecasts provided by either Party to the other shall not constitute commitments.

(b) This Agreement is not intended, nor shall it be construed, to create or convey any right in or upon any person or entity not a party to this Agreement.

5. Enforcement. Each Party acknowledges that the other would suffer irreparable damage in the event of any material breach of the provisions of this Agreement. Accordingly, in such event, a Party will be entitled to seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Agreement. In addition, the Party breaching this Agreement will be liable to the other Party for such Party's costs, attorney fees and expenses expended in asserting its rights under this Agreement.

6. No Warranty; Limit of Liability. The recipient Parties acknowledge that neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information they respectively own or disclose, and agree that the disclosing Party shall have no liability to the recipient Party or any other person, entity, or third party resulting from said recipient Party, person, entity, or third party's use of the Confidential Information pursuant to the terms of this Agreement. Neither Party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement.

7. Export. The Confidential Information disclosed may be subject to U.S. export control laws and regulations, and may be subject to export or import regulations in other countries. The Parties agree that they will not export, re-export or transfer the Confidential Information, or any products developed with or utilizing the Confidential Information, in violation of any applicable laws or regulations of the United States or the country where the Confidential Information was obtained. The Parties are responsible for obtaining any licenses required to export, re-export, transfer or import the Confidential Information.

8. Miscellaneous. Any notices required by this Agreement shall be given in hand or sent by first class mail, postage prepaid, to the applicable address set forth below. Either Party may from time to time specify as its address for purposes of this Agreement any other address upon giving ten days written notice thereof to the other Party.

In the case of VWGoA:

Volkswagen Group of America Chattanooga Operations, LLC
8001 Volkswagen Drive
Chattanooga, Tennessee 37416
Attention: Office of the General Counsel

In case of Company:

Attention: _____

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii) unless the underlying contract between the Parties contains more restrictive language regarding confidentiality, supersedes all related discussions and other communications between the Parties, (iii) may only be modified in writing by authorized representatives of the Parties, and (iv) shall be governed by the laws of the State of Tennessee, without regard to the conflicts of laws provisions thereof.

[Signature page follows.]

IN WITNESS WHEREOF, VWGoA and Company have each caused this Agreement to be signed and delivered all as of the date first set forth above.

(Name of Company)

By: _____

Name: _____

Title: _____

Date: _____

**Volkswagen Group of America
Chattanooga Operations, LLC**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

BUSINESS PURPOSE

[DESCRIBE SUBJECT OF DISCUSSIONS HERE]