

## **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is effective as of the date executed by and between P & C Group 1, Inc., a Michigan corporation, and its affiliated companies, Lorain County Automotive Systems, Inc., Amvian Automotive and CAMACO, LLC (the "Company" or "Companies"), and the Undersigned, individually and/or in representative capacity on behalf of the business entity the Undersigned represents as its authorized agent (the "Undersigned").

### **RECITALS:**

WHEREAS, the Company or Companies may furnish to the Undersigned information which the Companies treat as confidential, privileged and secret information of each Company or all of the Companies for the mutual benefit of the Companies and the Undersigned, wherein each Company has a substantial proprietary interest in the information and would be irreparably harmed in the event any of this confidential information became known to third parties, employees or competitors of any of the Companies.

### **NOW, THEREFORE, IT IS HEREBY AGREED:**

1. For purposes of this Agreement, "confidential information" means information which is not generally available to or used by others and includes information or materials which relate to any of the Companies' processes, machines, compositions, inventions (whether patented or not), services, technological developments, "know-how," purchasing, accounting, financial information, employment, tax information, customer and prospect information, supplier network, and methodology in the manufacture, design, engineering, distribution, testing and sale of product, including seat structure, unless such information was already known by the Undersigned, or available in the public domain, or learned from a source not in violation of any right or remedy of the Company.

2. In consideration of the Companies' disclosure of confidential information, the

Undersigned agrees not to use or disclose (except as the Company may authorize in writing) any of the confidential information for any purpose except in the direct service of the Company, or where the Company is awarded the contract as supplier of such disclosed confidential information, and this obligation survives any other relationship between the Undersigned and the Company which may or does develop and the termination of any such relationship.

3. Upon conclusion of the use by the Undersigned of such confidential information, same, together with all photographs, copies, working papers and other documents of any sort which were derived from, which contain, or otherwise include confidential information, shall be returned to the Company, or in the alternative, the Undersigned shall provide evidence that same shall have been destroyed.

4. The Undersigned shall exercise such care as the Company and/or the Undersigned would use in protecting its own information to prevent disclosure to any third party. Any internal dissemination shall be limited to those employees, agents and associates whose duties justify their need to know such information, and then only on the basis of a clear understanding by those individuals of their obligation to maintain the confidential nature of the information and to restrict the use of the confidential information solely to the use permitted under this Agreement.

5. The Undersigned represents and warrants that it and its agents and employees will, at all times from and after the effective date of this Agreement, comply with all of the terms and conditions hereof, and it is specifically acknowledged that a breach by the Undersigned of its obligations under this Agreement would cause irreparable and permanent damage to the Company, and therefore, the Company is specifically authorized to petition any court of competent jurisdiction to obtain injunctive relief as may be necessary for the enforcement thereof. The Undersigned consents to the Companies' right to obtain an injunction, without posting of any bond since the purpose of the injunction would be to enforce the terms of this Agreement, and the injunction would not harm any business interest of the Undersigned.

6. The Undersigned shall not approach any Company employee with offer of employment or other inducements. The Undersigned shall contact Company's suppliers only through written approval by the Company and shall not directly approach Company's suppliers with offer for new business or other inducements.

7. The Undersigned agrees to indemnify and hold each Company harmless from and against any and all loss, cost, damage, liability or injury whatsoever directly or indirectly caused by the breach of the Undersigned's obligations under this Agreement, or in the event the Company is required to seek legal action in order to enforce the terms of this Agreement to obtain an injunction or to seek damages under this indemnification provision, the Undersigned specifically agrees to reimburse the Company for any and all reasonable legal fees and expenses.

8. This agreement shall be governed by the laws of the Federal Republic of Germany and the exclusive place of jurisdiction shall be Frankfurt am Main, unless a different place of jurisdiction is required by mandatory law. Any unenforceable provision of this Agreement shall not effect the balance of this Agreement, which shall continue in full force and effect. This Agreement constitutes the full and final expression of intent between the Undersigned and each Company, merging all prior written or verbal negotiations.

This Agreement may be amended only by a writing executed by the Undersigned and the Companies.

**IN AGREEMENT HEREOF**, the parties have executed this Agreement as of the date noted below.

UNDERSIGNED:

Date: \_\_\_\_\_

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

[Signature]

\_\_\_\_\_  
[Print Name]

Individually and on behalf of the following business entity:

BUSINESS ENTITY: xxxx

By its authorized agent and representative.

COMPANIES:

P & C Group 1, Inc.; Lorain County Automotive Systems, Inc.; Amvian Automotive and CAMACO, LLC

Date: \_\_\_\_\_

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

[Signature]

\_\_\_\_\_  
[Print Name]

By its authorized agent and representative.