

SUPPLIER CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT made on the effective date, between **AUTOMOTIVE PARTS MANUFACTURERS' ASSOCIATION**, a not for profit corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as "**APMA**") and [REDACTED], a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as "**the Company**") (each individually also referred to as a "**Party**" and collectively referred to as "**Parties**").

WHEREAS the Company wishes to submit a Proposal for Project Arrow 2.0 and related matters (hereinafter collectively referred to as the "**Project**");

AND WHEREAS each of the Parties is in possession of information which it considers proprietary or sensitive, but which it wishes to disclose to the other Party solely for the purposes of the Project;

AND WHEREAS each of the Parties wishes to maintain its proprietary rights to and the confidentiality of the information which it may disclose to the other Party for the purposes of the Project and to ensure that the said information is retained in confidence and in accordance with the terms and conditions herein.

NOW THEREFORE in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties agree as follows:

1. Definitions

For the purposes of this Agreement, the following definitions will apply:

- (a) "**Confidential Information**" means all information, whether transmitted orally, electronically or in written form, which the Receiving Party and/or its Representatives may receive from the Disclosing Party in connection with and/or for purposes of the Project and which may include, but not be limited to, all data, reports, interpretations, financial statements, forecasts and records containing or otherwise reflecting information concerning the Disclosing Party or any of its affiliates which the Receiving Party and/or its Representatives may receive from the Disclosing Party in the course of its work with the Project, including without limitation, general business and marketing strategies (including pricing policies, cost and profit information, customer information, supplier information and the like), technological information, financing matters, acquisitions, mergers, divestitures, partnerships, joint ventures, product development plans, information relating to the design of equipment or facilities or products, trade secrets, together with other documents, which contain or otherwise reflect information regarding the Disclosing

Party and/or any of its affiliates. Without limiting the generality of the foregoing, Confidential Information shall specifically include the information and fact that discussions have taken place, are taking place or will take place between the Parties in respect of the Project, the terms, conditions or any other facts with respect to the Project (including the status thereof), and the fact that the Receiving Party (or any of its Representatives) has been provided with the Confidential Information;

- (b) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (c) “**Disclosing Party**” means the Party disclosing the Confidential Information and its Representatives;
- (d) “**person**” shall include individuals, trusts, partnerships, firms and corporations or any other legal entity;
- (e) “**Receiving Party**” means the Party receiving Confidential Information and its Representatives;
- (f) “**Representative**” means a person controlling or controlled by or under common control of a Party and each of the respective directors, officers, employees, consultants, subcontractors, agents or legal, financial or professional advisors of a Party, or such Party's Representative.

2. Recitals

The recitals in this Agreement are acknowledged as true and correct and form part of this Agreement.

3. Exchange of Confidential Information

Pursuant to the terms and conditions herein, each of the Parties may disclose at its sole discretion and may receive Confidential Information (or any part thereof) for the purposes of the Project. The Parties agree that if Confidential Information is transmitted orally, the Disclosing Party shall designate such Confidential Information as proprietary or confidential at the time of disclosure and shall notify the Receiving Party in writing of the oral disclosure within thirty (30) days after the oral disclosure was made, identifying the place of oral disclosure and the names of the Receiving Party's Representatives to whom the disclosure was made and describing the information disclosed. Notwithstanding any such disclosure of Confidential Information, the Confidential Information shall remain the sole and exclusive property of the Disclosing Party and the Disclosing Party shall retain all right, title and interest in and to the Confidential Information it has disclosed to the Receiving Party. The Receiving Party shall at all times maintain the Confidential

Information in strict confidence, shall use the Confidential Information solely for purposes of the Project and, without limiting the generality of the permitted use of the Confidential Information, the Receiving Party shall not use the Confidential Information for the purpose of achieving any commercial or financial benefit. In addition, the Receiving Party shall not, subject to Section 5 below, publish, reproduce, copy, disseminate or disclose the Confidential Information to others without the Disclosing Party's prior written consent. The above provision in respect of ownership of Confidential Information shall survive the expiry or termination of this Agreement.

4. Information that is not confidential

Confidential Information shall not include information which:

- (a) is previously known to or lawfully in the possession of the Receiving Party prior to the date of disclosure as evidenced by the Receiving Party's written record;
- (b) is independently known to or discovered by the Receiving Party, without any reference to the Confidential Information;
- (c) is obtained by the Receiving Party from an arm's length third party having a bona fide right to disclose same and who was or is not otherwise under an obligation of confidence or fiduciary duty to the Disclosing Party or its Representatives;
- (d) lawfully is or becomes public knowledge through no fault or omission of, or breach of this Agreement by, the Receiving Party or its Representatives; or
- (e) is required to be disclosed pursuant to a final judicial, governmental or tribunal order or other legal process.

5. Disclosure to Representatives

The Receiving Party is permitted to disclose the Confidential Information only to such of its Representatives who need to know the Confidential Information for the purposes of the Project and only if such Representatives have agreed to be bound by the terms and conditions hereof. The Receiving Party hereby specifically covenants and agrees that it shall ensure that its Representatives comply with and are bound by the terms and conditions of this Agreement.

6. Compelled Disclosure

In the event that a Receiving Party, or anyone to whom a Receiving Party transmits Confidential Information pursuant to this Agreement or otherwise, becomes legally compelled to disclose any Confidential Information, the Receiving Party will provide the

Disclosing Party with prompt notice so that the Disclosing Party may seek injunctive relief or other appropriate remedies and/or waive compliance with the provisions of this Agreement. In the event that the Disclosing Party is unable to obtain injunctive relief or other remedies, the Receiving Party will exercise reasonable efforts to prohibit the further transmission of the Confidential Information. In the event that both Parties are unable to prevent the further transmission of the Confidential Information, the Receiving Party will, or will use reasonable efforts to cause such person to whom the Receiving Party transmitted the Confidential Information to furnish only that portion of the Confidential Information, which the Receiving Party is advised by written opinion of counsel is legally required to be furnished by the Receiving Party to such person and exercise reasonable efforts to obtain assurances that confidential treatment will be afforded to that portion of the Confidential Information so furnished.

7. Records with respect to Confidential Information

The Receiving Party shall keep a record of all Confidential Information furnished to it and of the location of such Confidential Information. All Confidential Information, including that portion of the Confidential Information which is contained in analyses, compilations, studies or other documents prepared by the Receiving Party or by its Representatives, is the Disclosing Party's property. The Receiving Party shall, at its option, return to the Disclosing Party or destroy the Confidential Information (and all copies, extracts or other reproductions thereof) in its possession or control upon the Disclosing Party's request and in any event upon termination or expiry of this Agreement. The Receiving Party shall certify that all such Confidential Information has been returned and destroyed, as applicable. Any oral or visual Confidential Information incapable of return as aforesaid shall continue to be subject to this Agreement. The Receiving Party shall not make copies of the Confidential Information unless it receives the written authorization of the Disclosing Party to make such copies, provided, however, that the Receiving Party shall be entitled to retain one copy of the Confidential Information for the purposes of meeting applicable legal and/or regulatory requirements. The Receiving Party shall not be obligated to delete electronic Confidential Information stored in any disaster recovery or back-up/archival storage in accordance with its policies, provided that any such retained Confidential Information will continue to be subject to the terms and conditions of this Agreement.

8. Liability of Disclosing Party

The Disclosing Party shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any Confidential Information furnished hereunder and the Receiving Party acknowledges that such Confidential Information is provided "as is", without warranty, express or implied, of any kind, including merchantability or fitness for a particular purpose. The Disclosing Party shall have no liability to the Receiving Party resulting from its use of the Confidential Information, unless such liability is created under some further contractual obligation between the Parties. The Receiving Party agrees that it

shall assume full responsibility for all conclusions it derives from the Confidential Information, and neither the Disclosing Party nor any of its Representatives shall have any liability with respect thereto. This Section shall survive the expiry or termination of this Agreement.

9. Remedies

The Receiving Party agrees that the Disclosing Party would be irreparably injured by a breach of this Agreement and that the Disclosing Party may seek equitable relief, including a restraining order, injunctive relief, specific performance and/or other relief as may be granted by any court to prevent breaches of this Agreement and to enforce specifically the terms and conditions herein in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available.

10. Assignment

Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall extend to, be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11. Term

The term of this Agreement shall be for a period of five (5) years from the effective date hereof. Any extension thereto shall be as mutually agreed in writing between the Parties. The Agreement may be terminated by either party by giving Thirty (30) days prior written notice to the other party. However, Confidentiality obligation will survive termination or expiration of this Agreement for a period of five (5) years. Should the Confidential Information constitute trade secrets of a Party, the obligation to maintain such trade secrets in confidence shall be indefinite or as otherwise provided under applicable laws. This Section shall survive termination or expiry of this Agreement.

12. Notices

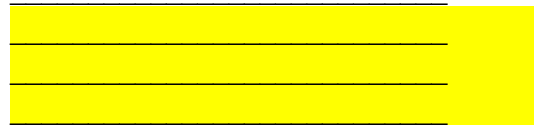
Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given on the date of actual delivery if delivered by hand or by courier, five (5) Business Days after dispatch by registered mail or certified mail, and on

the date emailed (unless it is emailed after the addressee’s normal business hours, in which case it shall be deemed received on the addressee’s next Business Day), addressed to the Party to whom it was sent at the address, or email address, of such Party set forth below or at such other address or email as the Party shall subsequently designate to the other Party by notice given in accordance with this paragraph.

In respect of Automotive Parts
Manufacturers’ Association:

*10 Four Seasons Place, Suite 801
Toronto, Ontario, M9B 6H7
Attn: Flavio Volpe
Title: President
Email: fvolpe@apma.ca*

In respect of the Company:



13. Severability

If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provision of this Agreement which shall otherwise remain in full force and effect and be enforced in accordance with its terms and the effect of such holding, declaration or pronouncement shall be limited to the territory or jurisdiction in which made.

14. No Waiver

The failure of either Party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by the Party at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the Party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the Party which expressly waives a right, power or option under this Agreement.

16. No Partnership

The Parties hereby acknowledge and agree that this Agreement does not create a licence, partnership, joint venture, agency or any other relationship between them.

17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof and supersedes all prior negotiations, representations, understanding or agreements, written or oral, between them.

18. Amendment

This Agreement may be amended only by mutual written agreement of the Parties.

19. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

20. Counterparts

This Agreement may be executed in writing or via electronic signatures and in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement. Counterparts may be delivered by mail or electronic means and that delivery of an executed counterpart of a signature page of this Agreement by mail or electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed, as of the date first written above, by the signatures of their proper representatives duly authorized in that behalf.

**Automotive Parts Manufacturers’
Association (APMA)**

Per:

*Flavio Volpe

**Flavio Volpe,
President**

I have authority to bind the Corporation.

*Executed pursuant to the Electronic Commerce Act

Company

I have authority to bind the Corporation.

*Executed pursuant to the Electronic Commerce Act