

VOLVO

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY UNDERTAKING** is made by, with registered office at, below referred to as "SUPPLIER", in relation to Confidential Information as outlined in Section 2 below.

1. Background

SUPPLIER has been commissioned by AB Volvo (publ.), below referred to as "VOLVO", to provide information and / or quotation in a specific VOLVO Group NAP assignment. In connection therewith, SUPPLIER will receive Confidential Information.

The Parties have now agreed on the following.

2. Confidential Information

For the purpose of this agreement, "Confidential Information" shall mean any and all information received from VOLVO in connection with the purpose of this agreement - including but not limited to technical, commercial and organisational information - save as provided below;

- information which is known to the public other than by breach of this agreement,
- information which SUPPLIER can show was in its possession before receiving it from VOLVO,
- information which SUPPLIER receives from a third party without restraints as to the disclosure thereof,
- information which is required to be disclosed by reason of law or order of a court of a competent jurisdiction. SUPPLIER shall always notify VOLVO of any such requirement and consult with VOLVO regarding the manner of such disclosure.

3. Undertakings

For the longer of the period set forth in (i)-(ii) below,

- ten (10) years from disclosure
- in the case SUPPLIER and VOLVO have entered or will, prior to the expiration of said ten (10) year period, enter into a general purchasing contract covering sales in general from SUPPLIER to VOLVO, a period corresponding to the life of such general purchasing contract and ten (10) years thereafter,

SUPPLIER undertakes to:

- keep and safeguard as confidential all Confidential Information received from VOLVO;
- use Confidential Information received solely for the purpose set out in this agreement (SUPPLIER is not licensed or otherwise entitled to use Confidential Information for any other purpose);
- not disclose to any person (except as permitted by this Clause) any of the Confidential Information received from VOLVO; and
- ensure proper and secure storage of all Confidential Information received from VOLVO.

SUPPLIER may make Confidential Information received from VOLVO available to those of its officers and employees and to officers and employees of any company within SUPPLIER's Group of Companies, who are directly concerned and whose knowledge of the Confidential Information is essential for the purposes set out in this agreement. Each Party shall ensure and remain fully liable for that those officers and employees adhere to the terms and conditions of this agreement.

4. Return of information

Upon written request of VOLVO, SUPPLIER shall return all copies of the received information existing in documented form, or, at VOLVO's option, certify in writing that all copies of such information have been destroyed.

5. Damages

In the event SUPPLIER breaches any of the confidentiality undertakings set out in Section 3 above, SUPPLIER shall compensate VOLVO for the damage suffered by VOLVO.

6. Amendments

No amendments or modifications to this agreement shall be valid and binding unless made in writing and signed by authorised representatives of VOLVO and SUPPLIER.

7. Validity

This Agreement is valid from the day it is signed by authorised representatives of SUPPLIER and is thereafter valid for an indefinite period of time. It may not be terminated as relates Confidential Information already received.

8. Jurisdiction and Arbitration

The construction, validity and performance of this Agreement shall, in all respects, be governed by the laws of the Kingdom of Sweden, unless the Volvo entity commissioning the assignment has its place of business in France or in the United States of America. If the Volvo entity has its place of business in France, then this Agreement shall be governed and construed in accordance with French substantive law. If the Volvo entity has its place of business in the United States of America, then this Agreement shall be governed and construed in accordance with the substantive laws of the state of North Carolina.

Any dispute, controversy or claim arising out of, or in relation to this Agreement, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Arbitral Institute of Stockholm Chamber of Commerce. The arbitral proceedings shall be conducted in the English language and be held in Gothenburg. Neither Party shall, however, be prevented from applying to any court of competent jurisdiction for such provisional, including protective, and measures as may be available.

If the Agreement however shall be governed by French law, then such dispute shall be referred to and settled by the Commercial Court of Lyon, France.

And if the Agreement shall be governed by the laws of the state of North Carolina then such dispute shall be referred to and finally settled by arbitration in accordance with the rules of arbitration promulgated by the American Arbitration Association under its Commercial Dispute Resolution Procedures (the "Rules"). Such arbitration shall take place in Washington D.C. and be conducted in English before a panel of three neutral arbitrators selected pursuant to such Rules. A judgement on the award rendered by the arbitrators may be entered in and enforced by any court having jurisdiction thereof, with each Party hereby consenting to the jurisdiction of such court over it and waiving, to the fullest extent permitted by law, any defense or objection relating to in personam jurisdiction, venue or convenience of the forum. All matters arising in any action to enforce an arbitral award shall be determined in accordance with the law and practice of the forum court, provided that, notwithstanding the foregoing, this arbitration clause shall not apply to claims for indemnification from third-party claims where said third party has initiated litigation against VOLVO or SUPPLIER, or both.

Confidentiality Agreement accepted by:

City and date

SUPPLIER name

Name + Title

Signature