

CONFIDENTIALITY AGREEMENT

The following Confidentiality Agreement has this day been entered between

ASK Industries GmbH, Hauptstr. 73, D-94559 Niederwinkling,
ASK Industries S.p.a., Viale Ramazzini, 39/F, 42124 Reggio Emilia, Italy
ASK Industries S.p.a, Via dell'Industria 12/14/16, 60037 Monte San Vito (AN) Italy
ASK Ningbo No. 719 Tianstaishan Road Beilun District Ningbo China (315800)
ASK Chongqing No.23 Tongda Road Yubei District Chongqing China
ASK Do Brasil LTDA - Rua J. Alves Ferreira 95-B/S.Sebastiao - 35702 - 079 Sete Lagoas
ASK Tunisia S.A.R.L. 15 Rue du Bois, Z.I. Du Ksar Said Manouba-Tunis
ASK Poland Sp. Z o.o., ul. Wyzwolenia 74 43-300 Bielsko Biała
ASK Poland Sp. Z o.o., ul. Dworkowa 4, 43-365 Wilkowice, Poland
ASK USA Inc.180 Engelwood Drive, Suite "H" Lake Orion, Michigan 48359

hereinafter referred to as

“ASK Group“

And

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hereinafter referred to as

“company”

1. ASK and the company will discuss various matters in the technical area of audio, infotainment, designing hardware and bus systems, and for this purpose ASK will present to the company confidential information concerning ASK's products, it's business activities whether technical or commercial, in written, oral or in other form, including but not limited to drawings, schematics, software, specifications, reports, prototypes, samples, hardware, below the information.
2. Therefore, the company hereby undertakes:
 - (a) to keep all information which the company receives in this matter strictly confidential,
 - (b) to not copy in original or in any another way, present the information or in any other way spread, inform or make available to third party (*with exception of the*) the information without prior written permission of ASK,
 - (c) to refrain from spreading the information to employees other than to the extent necessary for such purpose as agreed between the parties, and the company shall care for that such employees will commit themselves to maintain secrecy and the company shall exert all reasonable efforts to enforce such commitment,
 - (d) to refrain from using information other than for the purpose of the disclosure stated in this agreement.

Sede Legale

Via dell'Industria 12/14/16
60037 Monte San Vito (AN) - Italia
Telefono: +39 071 74521
Fax: +39 0522 1820 186

Altri Uffici

Viale Ramazzini 39/F
42124 Reggio nell'Emilia (RE) - Italia
Telefono: +39 0522 500900
Fax: +39 0522 1820 (142)-(143)-(144)

Codici Identificativi

R.E.A. di Ancona n. 59351
R.I. di Ancona - Codice Fiscale: 00091200428
Partita IVA: IT 00091200428
Capitale Sociale: Euro 28.000.000

3. Notwithstanding the foregoing, this Confidentiality Agreement shall not apply to information:
 - (a) which can be proved to be known to the company prior to ASK's disclosure,
 - (b) which is or becomes public knowledge independently of the company,
 - (c) which was lawfully received from a third party who legally obtained the information and supplied the company with the information without Confidentiality Agreement.
 - (d) *which was developed independently by personal of the recipient party who had no substantive knowledge of the disclosing party's confidential information at the time of such independent development.*

4. All Information which ASK presents to the company in connection to this Agreement shall remain the property of ASK and no rights regarding the information is transferred to the company through this Agreement.

5. The company accepts that ASK may assign any or all of its rights under this Agreement to any company which controls ASK including any subsidiaries or associated companies or which is controlled by ASK including its subsidiaries or associated companies.

6. This Agreement shall remain in force for five (5) years from the signature hereof. All Information presented by ASK to the company in connection to this Agreement shall be returned to ASK immediately upon request.
Independent of the request for return, the obligations of the parties with respect to Confidential Information disclosed during the term of this Agreement will last for three (3) years following the termination or expiration of this Agreement.

7. For any controversy concerning this agreement, as well as interpretation and execution the relationship established between the parties shall be resolved in the Law Court of competence (Reggio Emilia) which has exclusive competence, unless there is an imperative statutory provision.

This Agreement has been executed in duplicate of which each party holds one original.

Reggio Emilia, _____

.....,

ASK Group

signature printed letters

signature printed letters

signature printed letters

signature printed letters