This Mutual Confidentiality Agreement (this “Agreement”), effective as of today (the “Agreement Date-acceptance to join sourcing event”), is entered into by and between:

 Autoliv entity (“Autoliv”), and

 Supplier third party (the “Contracting Party”), participating in the sourcing event organized by Autoliv inside Coupa system environment

Each of Autoliv and the Contracting Party is referred to as a “Party” and together they are referred to as the “Parties”.

WHEREAS, Autoliv and the Contracting Party have agreed to collaborate and share information inside the Sourcing Event Project RFQ/RFI/RFP/e-auction (the “Project”). During their discussions about the Project, a Party or its Authorized Representatives (defined below) (the “Receiving Party”) may receive information from the other Party or its Authorized Representatives (the “Disclosing Party”) that the Disclosing Party considers to be proprietary and confidential.

NOW, THEREFORE, Autoliv and the Contracting Party agree as follows:

1. **Definitions**
	1. “Affiliate” means any other corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, or other business entity that directly or indirectly controls, is controlled by, or is under common control with an entity, where “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management policies of an entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.
	2. “Authorized Representatives” means a Party’s Affiliates, employees, agents, officers, directors accountants, consultants, lawyers, and advisers, collectively, and “Authorized Representative” means any one of them.
	3. “Confidential Information” means any and all information, including, but not limited to legal, business, financial, administrative, and technical information such as trade secrets, ideas, inventions, information processes, techniques, algorithms, computer programs (incl. source and object code), designs, drawings, formulas, model or test data, regardless of form, whether written, electronic, graphic, verbal, or other form, communicated directly or indirectly to the Receiving Party by the Disclosing Party, provided that such information is either:
		1. disclosed in writing or electronic form and is labeled “Confidential”, or
		2. disclosed visually or verbally with notice (1) that it constitutes Confidential Information being provided before or during the disclosure and (2) written confirmation (incl. email) that it constitutes Confidential Information being provided by the Disclosing Party to the Receiving Party within thirty (30) days after the initial visual or verbal disclosure.
	4. Notwithstanding the foregoing, if the Disclosing Party fails to mark any information as “Confidential” or to provide written confirmation as described in sub-section ii, above, such information shall be deemed to be Confidential Information if it contains information or data that a reasonable person would expect to be considered proprietary and confidential.
	5. For the avoidance of doubt, the existence of the Project, the state of negotiations and discussions with respect to the Project, and the fact that the Parties are in the process of studying or have stopped studying said Project are Confidential Information.
2. **Use of Confidential Information and Obligation of Confidence**

In consideration of receiving Confidential Information and for a period of five years after expiration and/or termination of this Agreement, the Receiving Party and any other person authorized to receive such information pursuant to this Section 2 shall:

* 1. use the Confidential Information only for the Project;
	2. hold the Confidential Information in confidence and disclose it only to those Authorized Representatives who need to know it in order to carry out the Project; and
	3. not, directly or indirectly, disclose the Confidential Information to any other person without first:
		1. disclosing the identity of such other person to the Disclosing Party,
		2. obtaining the Disclosing Party’s written consent, and
		3. ensuring that each such person is legally bound, by contract or otherwise, not to disclose the Confidential Information, and that they have been advised that the Confidential Information is subject to a non-disclosure obligation under the terms of this Agreement.

Each Party shall advise its Authorized Representatives who receive Confidential Information that the Confidential Information is subject to a non-disclosure obligation under the terms of this Agreement.

1. **Exceptions**

Notwithstanding anything in Section 1 or Section 2, this Agreement imposes no obligation upon a Receiving Party with respect to any Confidential Information that the Receiving Party can prove:

* 1. at the time of disclosure was or later becomes general public knowledge or available by publication, commercial use, or otherwise without breach of this Agreement; or
	2. was known to the Receiving Party prior to disclosure or later lawfully becomes known to the Receiving Party and the Receiving Party is free to use or disclose without violating any non-disclosure obligation towards a third party; or
	3. was independently developed by or on behalf of the Receiving Party without reference to or reliance on the Confidential Information; or
	4. has been declassified or excluded from the definition of Confidential Information in writing by the Disclosing Party; or
	5. is required or requested to be disclosed under applicable law, regulation, or legal process; provided, however, that to the extent it is not legally prohibited from doing so, the Receiving Party shall promptly notify the Disclosing Party of the disclosure requirement or request so the Disclosing Party may seek a protective order or other appropriate remedy, or, in its sole discretion, waive compliance with the terms of this Agreement. If the Disclosing Party cannot obtain a protective order or other remedy, if the Receiving Party is legally prohibited from informing the Disclosing Party, or if the Disclosing Party does not waive compliance with the terms of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be given to the Confidential Information.
1. **Miscellaneous**
	1. No License

Neither the execution of this Agreement nor the disclosure of any Confidential Information under it shall be construed as granting to the Receiving Party, expressly or by implication, estoppel, or otherwise, any license under or title to any invention or patent now or hereafter owned or controlled by the Disclosing Party and no obligation to grant such rights is imposed or created by the execution of this Agreement or disclosure of any Confidential Information.

* 1. No Reverse Engineering

Except as authorized under a separate and specific agreement, the Receiving Party will not use or disclose the Disclosing Party’s Confidential Information, in whole or in part:

* + 1. to manufacture itself or to enable the manufacture by a third party of the Disclosing Party's products or equipment, similar products or equipment, or derivative products or equipment; or
		2. to decompile, disassemble, decode, reproduce, redesign, or reverse engineer any of the Disclosing Party’s products or equipment or any part thereof; or
		3. to perform any services, including services relating to the Disclosing Party’s products or equipment; or
		4. to deliver under a contract or make subject to a “rights in data” or equivalent clause.
	1. No Obligation

This Agreement is not intended to constitute, create, give effect to, or otherwise form a joint venture, partnership, or formal business entity of any kind. The exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract that may exist between the Parties. The discussions regarding the Project and the disclosure of Confidential Information shall not imply an obligation to disclose Confidential Information and/or to enter into a future contractual relationship.

* 1. Invalidity

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of this Agreement or any other provisions.

* 1. Liability
		1. Disclosure of Confidential Information under this Agreement is without warranty or liability regarding accuracy, freedom from third-party rights, completeness and/or usability of Confidential Information.
		2. Each Party is liable to the other Party for any loss, claim, damage or liability arising out of breach of this Agreement by such Party, by its Authorized Representatives, and by any person to whom a Party or its Authorized Representative discloses Confidential Information under Section 2(c).
		3. Monetary damages alone may not be an adequate remedy for any breach of this Agreement and it may be specifically enforced by an injunction issued by a court of competent jurisdiction.
		4. The obligations set forth in this Section 4(e) shall survive expiration or termination of this Agreement.
1. **Term, Early Termination and Survival**
	1. Term

This Agreement is effective from the Agreement Date and shall expire two years after the Agreement Date, unless earlier terminated upon written notice by one Party to the other in accordance with Section 5(b). If the Parties decide to enter into a business relationship in connection with the Project, this Agreement shall remain valid for the duration of the Project.

* 1. Early Termination

Either Party may terminate this Agreement before the end of the term by providing the other Party with prior written notice of early termination. Termination of this Agreement shall be effective 30 days after receipt of written notice of early termination.

* 1. Survival

Notwithstanding expiration or early termination of this Agreement, the rights and obligations of each Party with respect to Confidential Information disclosed prior to expiration or early termination of this Agreement shall survive in accordance with the time limitations in Section 2, Section 4(e), Section 6, or one or more of the exceptions in Section 3, as applicable.

1. **Return or Destruction**

Upon expiration and/or early termination of this Agreement, the Receiving Party shall within 15 calendar days after receipt of a request from the Disclosing Party either return to the Disclosing Party and/or destroy all Confidential Information in its possession and in the possession of its Authorized Representatives. The Receiving Party may retain one copy of Confidential Information in the confidential, restricted access files of its legal department for the sole purpose of proving compliance with the terms of this Agreement. The obligation to return and/or destroy Confidential Information shall not apply to copies of Confidential Information that have been routinely produced in a back-up system and which cannot or only with unreasonable efforts be deleted. For all such Confidential Information, the provisions of this Agreement shall remain applicable.

1. **No Assignment**

No Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

1. **Written Form**

All modifications of and amendments to this Agreement shall be in writing to be legally valid. This requirement of legal form may only be waived in writing.

1. **Applicable Law and Exclusive Jurisdiction**
	1. This Agreement is the entire agreement between the Parties with respect to the subject hereof and supersedes and replaces all other agreements and understandings relating to the subject matter hereof.
	2. This Agreement is governed by and construed in accordance with the laws of the country where Autoliv is registered. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and/ or rules of the private international law are expressly and entirely excluded.
	3. The courts of the country where Autoliv is registered shall have exclusive jurisdiction to finally resolve any dispute arising out of or in connection with this Agreement that has not been resolved amicably between the Parties; provided, however, that Autoliv is entitled to enter into legal proceedings against the Contracting Party at its general legal venue.
2. **Notices**

Notices and other communications by one Party to the other Party under this Agreement shall be made in writing and shall be deemed to have been given when they are actually received.

IN WITNESS WHEREOF, the Parties have caused this Mutual Confidentiality Agreement to be executed by their duly authorized representatives.