



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is made and entered into as of the last date signed below (the "Effective Date") by and between **Carlex Glass America, LLC** ("Carlex"), a Delaware limited liability company having its principal place of business at 7200 Centennial Boulevard, Nashville, Tennessee 37209 and _____, a private limited liability company having its principal place of business at _____ by itself and on behalf of its affiliated companies (collectively "_____"). (the "Supplier").

WHEREAS Carlex and Supplier (the "Parties") have an interest in participating in discussions for the evaluation of _____ (product name:) for _____ ("Purpose") wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party includes, but is not limited to that Party's: (1) business, financial, marketing and product plans, methods, and practices; (2) personnel, customer, and supplier lists; (3) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, data or other related information; and (4) any and all other information provided by a Party to the other Party, either directly or indirectly, in whatever form or format, that under the circumstances, a person exercising reasonable business judgment would understand or have reason to understand such information to be confidential or proprietary.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party (the "Recipient") in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done by e-mail or written correspondence, or via other recordable means of communication as might be appropriate within thirty (30) days of the disclosure.

2. The Recipient shall: (a) refrain from disclosing such Confidential Information to any contractor or other third party except for those affiliates, employees, officers, directors, and agents having a need to know for the Purpose ("Authorized Employees") and are under confidentiality restrictions no less restrictive than contained this Agreement; (b) refrain from using such Confidential Information for purposes other than for the Purpose without prior, written approval from the disclosing Party; and (c) protect such Confidential Information from disclosure to any third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects provided by the other Party hereunder except with the express written authorization from the other Party.

3. The Parties shall be liable for any breach of this Agreement by their respective directors, officers, employees and agents, including but not limited to its Authorized Employees. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any unauthorized disclosure or use of such Confidential Information.

4. All Confidential Information disclosed under this Agreement shall be and remain the sole property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights or licenses to such Confidential Information on the other Party. The Recipient shall honor any written request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. Notwithstanding the foregoing, Recipient may retain one (1) copy of the disclosing Party's Confidential Information in secure files, for legal and archival purposes only. None of the retained copies may be used other than for legal and archival purposes at any time after the termination of this Agreement. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to seek injunctive relief against a threatened breach or continuation of any such breach without posting any bond or showing of irreparable harm, in addition to any other remedy available to it.

5. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use or disclosure of or reference to the other Party's Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

6. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information: (a) is already known to the Recipient prior to disclosure hereunder, as evidenced by its business records; (b) has been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; (c) is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; (d) is independently developed by the Recipient without reference to or use of any Confidential Information disclosed hereunder; or (e) is approved for release (and only to the extent so approved) by the disclosing Party. Notwithstanding any other provision of this Agreement, the Recipient may disclose Confidential Information pursuant to any governmental or judicial order, provided that the Recipient promptly notifies the disclosing Party sufficiently in advance of such order and provides the disclosing Party with reasonable assistance at the disclosing Party's expense so that the Disclosing Party may seek to object to such order or to make such disclosure subject to a protective order or confidentiality agreement.

7. All Confidential Information is provided on a without prejudice basis, 'as is.' Discloser shall have no liability whatsoever from the use of its Confidential Information by Recipient.

8. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services, partnership or any commitment or representation with respect to the present or future development or marketing of any product or service by either Party.

9. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the fact that the Parties are in contact

with each other and the existence or the terms of this Agreement.

10. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement. A copy, facsimile, by electronic mail in "portable document format" or similar imaging transmission of an original signed Agreement shall have the same force and effect as the original document. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed by the Parties' respective duly authorized representatives. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving ten (10) business day prior notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive expiration or termination of this Agreement. Carlex shall ensure that all Carlex affiliates to or from which Confidential Information is received or provided comply with the obligations under this Agreement (to the extent applicable); provided that, Supplier expressly agrees that it shall not seek to enforce the foregoing against any such affiliates and may bring a claim under this Agreement only directly against Carlex. This Agreement shall be governed by the applicable laws of the State of Tennessee, excluding its conflict of law provisions. The Parties hereby agree to submit any disputes or controversies arising from, relating to or in connection with this Agreement or the Parties' respective obligations in connection therewith to confidential, binding arbitration in Nashville, Tennessee in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration will be conducted by an individual selected jointly by the Parties, or selected by the AAA if the Parties fail to agree on an arbitrator within a reasonable period. The award of such arbitration shall be final and non-appealable, except to the extent provided for in the rules of AAA. The arbitrator will have the discretion to impose the costs of the arbitration upon the losing Party or divide it between the Parties upon any terms which (s)he deems appropriate. A judgment upon an award rendered by the arbitrator may be entered in any

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court having jurisdiction thereof and the award may be
judicially enforced.

[Signature Page(s) Follows This Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the later date set forth below.

CARLEX GLASS AMERICA, LLC

SUPPLIER: _____

Signature

Signature

Date

Date

Printed Name

Printed Name

Title

Title