

[On Business Partner's Letterhead]

Italdesign-Giugiaro S.p.A.
Via Achille Grandi, 25
10024 Moncalieri (TO)
Italy

[PLEASE SPECIFY PLACE AND DATE] _____

Re: **Promise of Confidentiality**

Provided that Italdesign-Giugiaro S.p.A. (hereinafter referred to as "Italdesign") operates in a very particular market sector, in which any incaution disclosure of confidential information may cause serious damages whether to Italdesign or its customers, suppliers, partners, affiliated and controlling companies and any other company belonging to the Audi/VW Group, the undersigned hereby acknowledges to keep strict confidentiality on all technical, scientific, commercial or whatever kind of information that could be confidential – or that could be deemed confidential by Italdesign –, and that the undersigned may acquire or have access to during current and/or possible business relations with Italdesign (hereinafter referred to as "Collaboration").

Therefore, by means of this Promise of Confidentiality (hereinafter referred to as "Promise"), the undersigned hereby undertakes to the following:

1. Any information disclosed in oral, written, electronic or any other tangible or intangible form including without limitation, technical know-how, intellectual property, trade secrets, marketing and sales information, business plans, personal data, news, drawings, data, test data relating to any research project, working methodologies, processes, material, manufacturing, samples, prototypes, models, design, computer simulations, technical (i.e. check-list, technical guide-lines, design standards, related virtual vehicles), financial and other non-technical information and in general, any information whether expressly stated or marked as confidential or not (hereinafter referred to as "Confidential Information") shall be treated as confidential for the purpose of this Promise.

Confidential Information of Italdesign also includes Confidential Information of its customers, partners, suppliers, controlling and controlled companies and any other company belonging to the Audi/VW Group.

2. The confidentiality obligations under this Promise shall not apply with respect to such Confidential Information as to which the undersigned can prove the following:
 - that the Confidential Information was already public knowledge at the time of its disclosure, through no fault of the undersigned;
 - that the Confidential Information was already known to the undersigned when disclosed to it by Italdesign;

- that, after being disclosed to the Receiving Party by the Disclosing Party, the Confidential Information was provided to the Receiving Party by a third party in a legal manner without restriction as to the confidentiality and use of the information;
 - that the Confidential Information was independently developed by the undersigned employees who (i) at no time had any contact with or access to such Confidential Information and (ii) in no way used or relied on such Confidential Information;
 - that the undersigned is required to disclose the Confidential Information by a binding order issued by a government agency or a court of law, provided that (i) Italdesign has been notified in writing, and (ii) the undersigned did everything reasonably possible within the limits of the law to oppose, avoid and postpone the disclosure of Confidential Information.
3. In application of the confidentiality obligations hereinabove, the undersigned expressly undertakes:
- to keep Confidential Information strictly secret as trade and business secrets;
 - to use Confidential Information exclusively for purposes of the Collaboration;
 - to limit disclosure of Confidential Information only to its employees directly involved in the Collaboration (disclosure on strict "need-to-know" basis), provided that such employees have to signed a promise of confidentiality substantially identical to this Promise;
 - within 3 days from Italdesign's request, to provide a list of the employees who have access to the Confidential Information, as well as a declaration that they have signed the promise of confidentiality set forth in the point above
 - not to provide to third parties any Confidential Information whether whole or in part, without Italdesign's prior written consent;
 - to take all necessary action to ensure the confidentiality of the Confidential Information in accordance with the provisions of this Promise .
4. Compliance with the confidentiality obligations under this Promise includes without limitation the following:
- to preserve and treat the Confidential Information in accordance with Italdesign security guidelines or internal rules;
 - to inform immediately Italdesign in any case of, or even attempt to, access to the Confidential Information by third parties.
5. After termination of the Collaboration, all written Confidential Information, especially documents and other materials delivered to the undersigned or created by it using Confidential Information, shall be promptly returned in their entirety or destroyed. This obligation applies analogously to digitally saved copies in the possession of the undersigned, which, upon request of Italdesign, shall be permanently deleted after conclusion of the Collaboration.
6. The undersigned hereby undertakes to (i) enter into written agreements with its employees, partners and sub-contractors if any, involved in the Collaboration, by ensuring that they and their personnel are likewise subject to the confidentiality obligations set forth in this Promise and (ii) not disclose, except as authorized in writing by Italdesign, any information whatever inherent to the business relation with Italdesign, including the assignment itself to the undersigned.
7. Should the employees of the undersigned be required to access to Italdesign's premises, they will not be permitted to take photographs and/or video reproductions. In case of

violation of the abovementioned obligation, without prejudice to Italdesign's right to damages compensation as set forth in Section 9 below, Italdesign shall be authorised to confiscate and destroy unauthorised photographic and/or video material and the undersigned shall have no right on said material.

8. In no event the disclosure of Confidential Information of Italdesign by Italdesign shall constitute or be intended as a property license granted in respect of any patent, trademark, logo, model or other industrial and/or intellectual property right of Italdesign.
9. In the event of a breach of the conditions of this Promise, Italdesign shall be entitled to demand the payment of a penalty equal to 10% (ten per cent) on the turn-over pertaining the business relation with Italdesign and in any case not lower than Euro 50.000,00 (fifty thousand), without prejudice to Italdesign to be compensated for any further damages. The undersigned acknowledges that monetary compensation for damages suffered may not be a sufficient remedy for a breach of any provision of this Promise and that, in addition to other possible remedies, Italdesign shall be entitled to apply to a court with competent jurisdiction for specific performance and/or injunctive relief.
10. The obligations set out in this Promise shall apply for an indeterminate period, as from the date of any Confidential Information's disclosure.
11. Any amendments or modification to this Promise shall be in written form.
12. Should individual provisions of this Promise be or become invalid, this shall not affect the validity of the remaining provisions. In such event, the invalid provision shall be replaced by a valid provision that approximates the economic effect of the originally intended arrangement as closely as possible.
13. This Promise and its obligations shall be governed by the Laws of Italy.
14. Any dispute arising out of or in connection with this Promise shall be settled by a court of proper jurisdiction in Turin (Italy).

Business Partner's signature and Company stamp

(Duly authorised representative)