

EXAMPLE OF APPLICABLE NON-DISCLOSURE AGREEMENT

“Confidential Information” means all confidential or proprietary information of a Party or its Affiliates, including Technical Information, Technology, Trade Secrets, and confidential Industrial Designs; provided, however, that Confidential Information does not include information that: (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no wrongful act, fault, or negligence on the part of receiving Party or its representatives; (ii) was in the receiving Party’s possession prior to disclosure by or on behalf of the disclosing Party without any obligation of confidentiality with respect to such information, provided, however, such information was not obtained or accessed by the receiving Party as a result of such Party’s corporate affiliation with the disclosed Party prior to the Control Period End Date; (iii) is subsequently received by the receiving Party from a third party who is not bound by any obligation of confidentiality with respect to such information; or (iv) was independently developed by or for the receiving Party without reference to the disclosing Party’s Confidential Information. For the avoidance of doubt, AVCo Data is the Confidential Information of AVCo and GM Data is the Confidential Information of GM Holdings.

(a) Each Party shall, and shall cause each of its Affiliates, and each of its and their current and former respective officers, directors, employees and agents to, keep completely confidential and not use or disclose any Confidential Information of the other Party furnished or otherwise made known to it, directly or indirectly, by or on behalf of the other Party, except to the extent such use or disclosure is expressly permitted by the terms of this Agreement or the exercise by the receiving Party of its rights to use such Confidential Information under this Agreement; provided, however, that any disclosure in connection with the exercise of a Party’s rights to the other Party’s Confidential Information may be made only to a Person that has a contractual obligation to keep such information confidential. Each Party shall use the same degree of care as it uses to protect its own Confidential Information, but in any case no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of the other Party’s Confidential Information.

(b) Each receiving Party may disclose Confidential Information disclosed to it by the disclosing Party to the extent that such disclosure by the receiving Party is: (i) made in response to a valid order of a court or other governmental authority of competent jurisdiction or, if in the reasonable opinion of the receiving Party’s legal counsel, such disclosure is otherwise required by applicable law; provided, however, that the receiving Party, where reasonably possible, shall first have given notice, to the extent legally permitted, to the disclosing Party and give the disclosing Party (at its sole expense) a

reasonable opportunity to quash such order, to limit the required disclosure and/or to obtain a protective order (or other remedy) requiring that the Confidential Information and documents that are the subject of such order be held in confidence by such court or agency or, if disclosed, be used only for the purposes for which the order was issued; and, provided, further, that if a disclosure order is not quashed or a protective order or other remedy is not obtained, the Confidential Information disclosed in response to such court or governmental order shall be reasonably limited to the information that is legally required to be disclosed in response to such court or governmental order; (ii) made by the receiving Party as necessary to file or prosecute patent applications, prosecute or defend litigation, or otherwise establish any rights or enforce obligations under this Agreement; or (iii) made by the receiving Party to its attorneys, auditors, advisors, consultants, contractors, or licensees in connection with the exercise of its rights as contemplated by this Agreement; provided, however, that such Persons shall be subject to obligations of confidentiality with respect to such Confidential Information.