

SCHAEFFLER GROUP USA INC. AND U.S. AFFILIATES

Virtual or In-Person Site Visit Confidentiality Agreement

I, _____, representing _____ plan to tour and / or visit – either virtually via a web-based meeting or in-person – one or more of the following facilities of Schaeffler Group USA Inc. and its U.S. affiliates (collectively, the “Schaeffler Group”):

Schaeffler Group USA Inc.

- Plant 1 (Cheraw, SC)
- Plant 2 (Cheraw, SC)
- Fort Mill 1 (Fort Mill, SC)
- Plant 4 (Spartanburg, SC)
- Plant 5 (Cheraw, SC)
- Fort Mill 2 (Fort Mill, SC)
- Joplin Plant (Joplin, Missouri)
- Tech Center (Fort Mill, SC)
- Corporate 1 and/or Corporate 2 (Fort Mill, SC)
- Automotive Engineering and Sales (Troy, MI)
- Sales Office (San Jose, CA)
- Warehouse (Valley City, OH)

Schaeffler Transmission, LLC/Schaeffler Transmission Systems, LLC

- Wooster Plant and Facilities (Wooster, OH)

Schaeffler Aerospace USA Corporation

- Danbury Plant (Danbury, CT)
- Winsted Plant (Winsted, CT)

CoLinx, LLC (Crossville, Tennessee)

I understand that during the tour and/or visit, I will be exposed to information all of which is highly confidential and proprietary to Schaeffler Group, including, without limitation, plant organization and design, machinery design, manufacturing processes, know-how, show-how, technology and other trade secrets, all of which Schaeffler Group and its affiliates have devoted considerable time, effort and money to acquire, develop and maintain. This confidential and proprietary information is of a unique and extraordinary nature, disclosure of any of which to unauthorized persons would cause irreparable harm to Schaeffler Group and its affiliates.

I agree that at no time before, during, or after the tour and/or visit, whether or not a business arrangement exists between me, my company, my agents, officers or otherwise and Schaeffler Group or any affiliate, unless I shall have obtained the prior written consent of at least two officers of Schaeffler Group, shall I copy, make notes in any form or media (unless one of the exceptions noted below apply), divulge, publish, reproduce in any way, or in any way make known to anyone any of the confidential and proprietary information of Schaeffler Group or any of its affiliates. I also agree not to retain or use Schaeffler Group's confidential and proprietary information directly or indirectly for my own benefit or that of any other person, firm, corporation or other entity. The terms "confidential and proprietary information" include, without limitation, plant organization and design, machinery design, any and all non-public data, drawings, formulae, techniques, discoveries, special processes, know-how, show-how, technical data and other confidential information, as well as the names of, and any other confidential information relating to, the customers or potential customers of Schaeffler Group and its affiliates.

For in-person visits, I agree that I will sign into a logbook at the Schaeffler Group facility(ies) upon my arrival and will sign out upon my departure. I agree that I will be accompanied by a Schaeffler Group escort at all times while on the Schaeffler Group premises. I agree that I cannot commit to writing, or in any other tangible media of expression, any information that I observe, discover or learn while at the Schaeffler Group facilities, subject to the following limited exceptions: (1) for the purposes of quality audits; (2) for the investigation of quality concerns; and (3) for the verification of quality concerns or corrective actions. However, I agree that any writing or other tangible media that I document will not include Schaeffler Group confidential information.

I agree that I will not take any photographs, video recordings or other visual depictions of the facilities while on Schaeffler Group premises or virtually via screenshot or recording device, including, without limitation, its interior, objects, signs, machinery, documents or the like contained therein, as well as any videos shown to me during the visit. For the avoidance of doubt, without the express prior consent of Schaeffler Group, the recording of telephone or video conferences in whole or in part (even if only temporarily) is strictly prohibited. The same applies for taking screenshots or pictures of the screen.

I agree to subject myself and my belongings to a physical inspection upon my departure from the Schaeffler Group plant facilities for in-person visits and that I will not remove any Schaeffler Group property, including, without limitation, written materials, records, documents, illustrations, graphs, flow charts, blueprints or other tangible objects coming into my possession while on my tour of the Schaeffler Group facilities, or make, cause to be made or remove any copies thereof, from the premises. I agree to subject myself to an exit interview upon my departure from the Schaeffler Group facilities in order that Schaeffler Group personnel may record what equipment and processes I observed, what documents I reviewed, which persons I talked to and the subject matter of all such observations, conversations and review. I agree to disclose completely all such information requested and to affirm in writing that the previously described recordation is complete and accurate to the best of my knowledge.

I understand and agree to the terms set forth in this agreement regarding my visit and tour, whether virtual or in-person, of the above noted Schaeffler Group manufacturing facilities. I agree and understand that the terms set forth above shall survive the termination of any business arrangement which I or my company has or may have in the future with the Schaeffler Group.

VISITOR

VISITORS COMPANY

DATE