FINANCIAL INFORMATION CONFIDENTIALITY AGREEMENT

Lear Corporation ("Lear") and the below named supplier ("Supplier") acknowledge that Lear has requested that Supplier furnish Lear with certain specific financial information relating to the business affairs and operations of Supplier and Supplier's affiliates (the "Financial Information") for the purpose of enabling Lear to generate a credit score and/or credit rating through the use of independent third-party software ("Credit Score"). This agreement becomes effective immediately upon digital acceptance by the vendors.

Supplier acknowledges that Lear will rely on the Credit Score in evaluating Supplier's financial viability and that Supplier's financial viability is a material inducement to its decision concerning the business relationship between Supplier and Lear. Accordingly, Supplier represents and warrants that all Financial Information provided to Lear will be true and correct and will fairly present Supplier's financial condition as of the date thereof and, in addition, that all financial statements upon which the Financial Information was based were prepared in accordance with U.S. GAAP (or, where applicable, UK GAAP, or accounting standards issued by the International Accounting Standards Board, or such other well-recognized international accounting standards as may be approved in writing by Lear), uniformly and consistently applied.

Supplier agrees to promptly forward the requested Financial Information and any subsequent Financial Information, updates or amendments to:
Finance Director
Global Supplier Risk Management
Lear Corporation
21557 Telegraph Rd.
Southfield, MI 48033
LearSRM@Lear.com

Lear shall protect the disclosed Financial Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Financial Information as Lear uses to protect its own confidential information of a like nature. Therefore, Lear covenants that it will not disclose the Financial Information, either in whole or in part, to parties other than as necessary, in its reasonable opinion, to conduct the above stated purpose. Lear further covenants that it will advise those parties to whom the information is disclosed of the requirement for confidentiality under this agreement.

This agreement imposes no obligation upon Lear with respect to Financial Information which (a) was in Lear's possession before the date of this agreement, (b) is or becomes a matter of public knowledge through no fault of Lear, (c) is rightfully received by Lear from a rightfully possessing third party without a duty of confidentiality, (d) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, or (e) is disclosed by Lear with Supplier's prior written approval.

All modifications to this agreement must be made in writing and must be signed by representatives of both parties. Neither party has an obligation under this agreement to purchase any service or item from the other party. The term of this agreement is three years from the effective date hereof and the obligation for confidentiality shall survive the term for a period of one year. This agreement is made under and shall be construed according to the laws of the State of Michigan without giving effect to principles of conflict of laws.