

UNDERTAKING AND AGREEMENT

TO: Whereas Spectra Premium Industries Inc., Spectra Premium Holdings (USA) Corp., Spectra Premium (USA) Corp., Spectra Premium Properties (USA) Corp., Spectra Premium Taiwan Co. Ltd., Spectra Premium (Shanghai) Automotive Technical Services Co. Ltd., Spectra Premium (Chongqing) Automotive Services Co. Ltd. (Collectively hereinafter referred to as the “**Applicants**” or “**Spectra**”)

FROM: _____ (the “**Supplier**”)

WHEREAS, on March 10, 2020 (“**Initial Filing**”), the Quebec Superior Court of Justice made an order granting certain relief to Spectra under the provisions of the *Companies’ Creditors Arrangement Act* (Canada). The Applicants have also commenced ancillary insolvency proceedings under Chapter 15 of Title 11 of the *United States Code* in the United States Bankruptcy Court for the District of Delaware.

AND WHEREAS, prior to March 10, 2020, Spectra and Supplier had entered into various transactions pursuant to which the Applicants may be indebted or otherwise liable to Supplier (the “**Prior Claims**”);

AND WHEREAS Spectra and Supplier intend to enter into various transactions on and after March 10, 2020 or deliver goods and/or provide services to which title will transfer to Spectra on or after March 10, 2020 (the “**Subsequent Transactions**”);

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Supplier hereby acknowledges, undertakes and agrees with Spectra as follows:

1. All payments of money, goods, services or other consideration received by Supplier from Spectra on and after the date of the Initial Filing (the “**New Consideration**”) shall be used or applied by Supplier solely on account of Spectra’s obligations in connection with the Subsequent Transactions and for no other purpose whatsoever unless otherwise specifically directed in writing by Spectra.
2. Supplier shall not set off, exercise a right of compensation, or otherwise apply any New Consideration received by it on account of any of the Prior Claims.

IN WITNESS WHEREOF this agreement and undertaking is executed by Supplier this _____ day of _____, 2020.

SUPPLIER

Per: _____