

**APPENDIX F to DECISION & ORDER
(Confidential Exhibit A redacted)**

**FTC MONITOR AGREEMENT
BETWEEN
ZF FRIEDRICHSHAFEN AG,
TRW AUTOMOTIVE HOLDINGS CORP.
AND
COMPETITIONRX LTD.**

21 April 2015



FTC MONITOR AGREEMENT

BETWEEN:

1. **ZF Friedrichshafen AG** (hereafter “**ZF**”), a company organized under the laws of Germany, which has its registered seat at Graf-von-Soden-Platz 1, 88046 Friedrichshafen, Germany,
2. **TRW Automotive Holdings Corp.** (hereafter “**TRW**”), a public corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 12001 Tech Center Drive, Livonia, MI 48150, United States of America,

ZF and TRW are hereafter referred to as the “**Respondents**”.

AND:

3. **CompetitionRx Ltd**, a company organized under the laws of the United Kingdom, which has its registered offices at 35 Ballards Lane, London, N3 1XW, United Kingdom, represented by Thomas Hoehn, (hereafter the “**Monitor**”).

WHEREAS:

The Federal Trade Commission (“**FTC**”) has initiated an investigation of the acquisition by ZF of TRW. ZF and TRW have executed an Agreement Containing Consent Orders (“**Consent Agreement**”) with ZF and TRW consenting to the issuance of an Order to Hold Separate and Maintain Assets (the “**Hold Separate Order**”), and a Decision and Order (the “**D&O**,” and together with the Hold Separate Order, the “**Orders**”). The Orders contain, inter alia, the obligations of ZF and TRW to divest the TRW L&S Business (as defined in the Orders) to an Acquirer, who receives the prior approval of the FTC and in a manner that receives the prior approval of the FTC, and to hold separate and maintain the TRW L&S Business pending the divestiture.

In the Orders, the FTC will appoint the Monitor as Monitor (as defined in the D&O) and Hold Separate Monitor (as defined in the Hold Separate Order).



IT HAS BEEN AGREED AS FOLLOWS:

Section A: Engagement of Monitor

1. ZF hereby engages the Monitor in his capacity as the Hold Separate Monitor effective when the Hold Separate Order becomes final, and as the Monitor under the D&O when the D&O becomes final.
2. The Monitor hereby accepts the said engagement as Hold Separate Monitor and Monitor.

Section B: Duties, Rights, and Obligations of the Hold Separate Monitor and Respondents under the Hold Separate Order

1. The Hold Separate Monitor shall:
 - a. monitor the organization and operations of the Hold Separate Business;
 - b. supervise the management of the Hold Separate Business by TRW Key Employees;
 - c. maintain the independence of the Hold Separate Business; and
 - d. monitor Respondents' compliance with their obligations pursuant to the Orders.
2. Respondents hereby transfer to and confer upon the Hold Separate Monitor all rights, powers and authority necessary to permit the Hold Separate Monitor to perform his duties and responsibilities pursuant to the Hold Separate Order and in a manner consistent with the purposes of the Orders and in consultation with the Commission staff.
3. The Hold Separate Monitor shall carry out the Hold Separate Monitor's duties and responsibilities as outlined in the Hold Separate Order, including submitting periodic reports to the Commission concerning the efforts to accomplish the purposes of the Hold Separate Order and Respondents' compliance with its obligations under the Orders.

Section C: Duties, Rights, and Obligations of the Monitor and Respondents under the D&O

1. Respondents shall facilitate the ability of the Monitor to comply with the duties and obligations set forth in the D&O, and shall take no action that interferes with or hinders the Monitor's authority, rights or responsibilities as set forth in the D&O or any agreement between the Monitor and Respondents.
2. The Monitor's duties and responsibilities shall include the following, among other responsibilities that may be required:
 - a. The Monitor shall act in a fiduciary capacity for the benefit of the Commission;
 - b. The Monitor shall have the power and authority to monitor Respondents' compliance with Paragraphs II. through IV. of the Order and with the Divestiture Agreement, including, but not limited to, any Transition Services Agreement or Transition Required Input Supply Agreement;
 - c. The Monitor shall exercise such power and authority and carry out his or her duties and responsibilities in a manner consistent with the purposes of the Order and in consultation with the Commission and its staff;



- d. The Monitor shall review all reports submitted to the Commission by Respondents pursuant to the Order and the Consent Agreement, and within thirty (30) days from the date the Monitor receives a report, and upon request of the Commission or its staff, report in writing to the Commission concerning performance by Respondents of their obligations under Paragraphs II. through IV. of this Order and with the Divestiture Agreement; and,
 - e. During the term of any Transition Services Agreement or Transition Required Input Supply Agreement, the Monitor shall provide the Commission with written reports at least every sixty (60) days sufficient to determine if Respondents are complying fully with the terms of any Transition Services Agreement and Transition Required Input Supply Agreement, and with the terms of this Order (including the Divestiture Agreement). Thereafter, the Monitor shall provide periodic written reports to the Commission upon a schedule (but at least annually) that is sufficient to provide the Commission with timely information to determine if Respondents have complied and are complying with their obligations under this Order (including the Divestiture Agreements). In addition, the Monitor shall provide such additional written reports as Commission staff may request that reasonably are related to determining if Respondents have complied and are complying with their obligations under this Order (including the Divestiture Agreements). The Monitor shall not provide to Respondents, and Respondents shall not be entitled to receive, copies of these reports.
3. Respondents hereby grant and transfer to the Monitor, and such Monitor shall have, all rights, powers, and authority necessary to carry out the Monitor's duties and responsibilities, including, but not limited to, the following:
- a. Respondents shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor Respondents' compliance with Paragraphs II. through IV. of this Order and with the Divestiture Agreement;
 - b. Within five (5) calendar days of submitting a report required by this Order or the Consent Agreement to the Commission, Respondents shall deliver a copy of such report to the Monitor;

Section D: General Duties, Rights, and Obligations of the Monitor and Respondents under the Orders

1. Subject to applicable laws and regulations, the Monitor shall have full and complete access to the personnel, books, records, document and facilities of the TRW L&S Business, and to any other relevant information as the Monitor may reasonably request including, but not limited to, all documents and records kept by Respondents in the ordinary course of business that relate to the TRW L&S Business. Respondents shall develop such financial or other information as the Monitor may reasonably request and shall cooperate with the Monitor. The Monitor shall give Respondents reasonable notice of any request for such access or such information. The Monitor shall attempt to schedule any access or requests for information in such a manner as will not unreasonably interfere with Respondents' operations. At the request of the Monitor, Respondents shall promptly arrange meetings and discussions, including tours of relevant facilities, at reasonable times and locations between the Monitor and employees of Respondents who have knowledge relevant to the proper discharge of its duties and responsibilities under the Orders.

2. The Monitor shall have the authority to employ, at the expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants (the “**Monitor’s Consultants**”) as are reasonably necessary to carry out the Monitor's duties and responsibilities.

Section E: Confidentiality

1. The Monitor shall:
 - a. maintain the confidentiality of all Confidential Business Information, and any other information provided to the Monitor by Respondents, any Prospective Acquirer, any Acquirer, any Commission approved Acquirer, the Commission, or any employee, representative or advisor thereof, and shall use such information only for the purpose of performing his duties and responsibilities as Monitor and not for any other purpose, including, but not limited to, any other business or personal purpose. The Monitor may disclose Confidential Business Information only to:
 - i. persons engaged, employed by, or working with the Monitor;
 - ii. any Acquirer or Commission-approved Acquirer to the extent such information is of a non-privileged nature; and
 - iii. persons employed at the Commission who are working on this matter.
 - b. require any Monitor’s Consultant to execute a confidentiality agreement that requires such persons to treat confidential information, including any Confidential Business Information, with the same standards of care and obligations of confidentiality to which the Monitor must adhere under this Agreement, provided, however, that such confidentiality agreement shall not restrict the Monitor from providing any information to the Commission or its staff. The Monitor shall maintain a record of persons engaged by the Monitor to whom Confidential Business Information has been disclosed;
 - c. maintain the confidentiality after the termination of this Agreement of all other aspects of the performance of the Monitor’s duties and responsibilities under this Agreement and shall not disclose any confidential or proprietary information relating thereto; and
 - d. upon termination of the Monitor’s duties under this Agreement, the Monitor shall consult with the Commission’s staff regarding disposition of any written and electronic materials (including materials that Respondents provided to the Monitor) in the possession or control of the Monitor that relate to the Monitor’s duties, and the Monitor shall dispose of such materials, which may include sending such materials to the Commission’s staff, as directed by the staff. In response to a request by Respondents to return or destroy materials that Respondents provided to the Monitor, the Monitor shall inform the Commission’s staff of such request and, if the Commission’s staff do not object, shall comply with the Respondents’ request. Nothing herein shall abrogate the Monitor’s duty of confidentiality, which includes an obligation not to disclose any non-public information obtained while acting as a Monitor, for ten (10) years after termination of this Agreement.



Section F: Remuneration and Indemnification

1. Respondents shall pay the Monitor in accordance with the Fee Schedule attached hereto as Confidential Exhibit A for all time spent in the performance of the Monitor's duties and responsibilities and in the performance of the Monitor's duties and responsibilities, and all reasonable and necessary travel time. In addition, Respondents will pay the Monitor in accordance with the attached Fee Schedule (i) all out-of-pocket expenses incurred by the Monitor in the performance of the Hold Separate Monitor's and Monitor's duties, including any travel, and (ii) all fees and disbursements incurred by such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Hold Separate Monitor's and Monitor's duties.
2. Respondents hereby confirm their obligations to indemnify the Monitor acting as the Hold Separate Monitor and Monitor, and any Monitor's Consultant retained by the Monitor in the fulfillment of the Monitor's duties and responsibilities and hold the Monitor and the Monitor's Consultants harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties hereunder, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from malfeasance, gross negligence, willful or wanton acts, or bad faith by the Monitor.

Section G: General Provisions

1. This FTC Monitor Agreement ("**Agreement**") may not be modified without the prior approval of the Commission
2. In the performance of its functions and duties as Hold Separate Monitor and Monitor, the Monitor shall exercise the standard of care and diligence that would be expected of a reasonable person in the conduct of his or her own business affairs.
3. In the event that a disagreement or dispute should arise between Respondents and the Monitor concerning Respondents' obligations under the Orders, and in the event that such disagreement cannot be resolved by the parties, either party may seek the assistance of the Commission's Compliance Division to resolve this issue.
4. In the event that either Respondents or the Monitor determine that there is a possible conflict between the Monitor's duties, responsibilities, or obligations under the Orders and under the EC Commitments or the EC Mandate, the Monitor or Respondents promptly shall notify the Commission and the European Commission in writing and consult with them about the possible conflict.
5. This Agreement shall terminate the earlier of
 - a. thirty (30) days following the termination date set forth in the applicable Order;
 - b. Respondents' receipt of written notice from the Commission that the Commission has determined that Monitor has ceased to act or failed to act diligently, or is unwilling or unable to continue to serve as Monitor;
 - c. with at least thirty (30) days' advance notice to be provided by Monitor to Respondents and to the Commission, upon resignation of the Monitor; or
 - d. when Respondents' last obligation under the Orders and the Divestiture Agreement that pertain to the Monitor's service have been fully performed; provided, however, that the Commission may require that Respondents extend

this Agreement or enter into an additional agreement with Monitor as may be necessary or appropriate to accomplish the purposes of the Orders.

6. If the Monitor becomes aware during the term of this Agreement that he has or may have a conflict of interest that may affect or could have the appearance of affecting the performance of any of its duties or responsibilities under this Agreement, the Monitor shall promptly inform Respondents and the Commission of any such conflict.
7. The Monitor shall provide written notice to Respondents and to the Commission if the Monitor:
 - a. enters into any written or oral Material Agreement with any of the Respondents, any Person named as a Proposed Acquirer in any application filed by the Respondents with the Commission for the approval of the divestiture of the TRW L&S Business, or any Person approved by the Commission as the Acquirer of the TRW L&S Business; or
 - b. acquires a Material Financial Interest in any of the Respondents, any Person named as a Proposed Acquirer in any application filed by the Respondents with the Commission for the approval of the divestiture of the TRW L&S Business, or any Person approved by the Commission as the Acquirer of the TRW L&S Business.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to choice of law principles thereof).
9. All notices under this FTC Monitor Agreement shall be provided as follows:
 - a. To the Commission
Office of the Secretary
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580
United States of America
and
By email to: bccompliance@ftc.gov
 - b. To the European Commission
European Commission
DG Competition
Unit B-3: Mergers/Energy and Environment
MADO 24/043
Place Madou 1
B-1049 Brussels/Belgium
and
By email to: Henri.PIFFAUT@ec.europa.eu
 - c. To the Monitor
CompetitionRx Ltd
Attn: Thomas Hoehn
47 Dorset Street
London, W1U 7ND
United Kingdom
and
By email to: thomas.hoehn@competitionrx.com

d. To Respondent TRW
TRW Automotive Holdings Corp.
Attn: Jeff Cooper
12001 Tech Center Drive
Livonia, MI 48150,
United States of America
and
By email to: Jeff.Cooper@trw.com

e. To Respondent ZF
ZF Friedrichshafen AG
Department FM
Attn: Dr. Martin Grabolle
Graf-von-Soden-Platz 1
88046 Friedrichshafen
Germany
and
By email to: martin.grabolle@zf.com

Section H: Definitions

As used in this Agreement, the following definitions, and all other definitions used in the Orders, shall apply:

1. **“EC Commitments”** means the Commitments entered by ZF to the EU Commission on February 19, 2015.
2. **“EC Mandate”** means the EU Trustee Mandate executed between ZF and the Monitor on April 9, 2015.
3. **“Material Agreements”** means any agreement or contract pursuant to which the Monitor
 - a. has or accepts any employment by or is or accepts any appointment as Member of the Board or member of other management bodies of the Respondents other than appointments pertaining to the establishment and performance of the EC Mandate;
 - b. has or accepts any assignments or other business relationships with or financial interests in the Respondents that might lead to a Conflict of Interest;
or
 - c. has or accepts any other appointments, assignments or other business relationships that may, in view of the circumstances of the particular case, be regarded as impairing the Monitor’s objectivity and independence in discharging its duties under the Agreement.

4. "Material Financial Interest" means any assignment or other business relationship between the Monitor and the Respondents or investments by the Monitor in the stock or securities of the Respondents if such assignments, business relationships or investments are outside the normal course of business and are material to the Monitor or the Respondents.

April 21, 2015

On behalf of ZF Friedrichshafen AG

By: DIGTER ECKHARDT
Title: VP M&A / COOPERATIONS

ppa. D. Eckhardt

By: YOUNG SUNWOO
Title: So. Manager M&A / COOPERATIONS in. Y. Sunwoo

On behalf of TRW Automotive Holdings Corp.

By: James A. Cantel
Title: EXECUTIVE VICE PRESIDENT & CFO

On behalf of CompetitionRx Ltd.

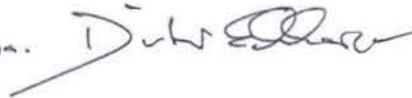
By:
Title:

4. "Material Financial Interest" means any assignment or other business relationship between the Monitor and the Respondents or investments by the Monitor in the stock or securities of the Respondents if such assignments, business relationships or investments are outside the normal course of business and are material to the Monitor or the Respondents.

April 21, 2015

On behalf of ZF Friedrichshafen AG

By: DIETER ECKHARDT
Title: VP M&A / COOPERATIONS

ppn. 

By: Young Sunwoo
Title: Sr. Manager M&A / Cooperations

id. 

On behalf of TRW Automotive Holdings Corp.

By:
Title:

On behalf of CompetitionRx Ltd.

By: THOMAS HESTER
Title: DIRECTOR

