EXHIBIT I

Shared Services Agreement

Preliminary Draft;
Subject to Material Change and Approval by Restructuring Support Parties
01.23.18

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (this "Agreement") dated as of [●], 2018 (the "Effective Date") is made and entered into by and among each of TK Holdings Inc., a Delaware corporation ("TKH"), TK Global LLC, a Delaware limited liability company ("TK Global"), TK Services Inc., a Delaware corporation ("TK Services")[, and RTK (Changxing) Safety systems CO, LTD. ("RTK China")][1]. TKH, TK Global, TK Services[, and RTK China] are individually referred to as a "TK Party" and collectively as the "TK Parties."

RECITALS

WHEREAS, TKH and certain of its Affiliates (as defined in the TK Purchase Agreements described below) and Joyson KSS Auto Safety S.A., a Luxembourg *société anonyme* ("KSS", and collectively with one or more of its current or future Subsidiaries or Affiliates, the "Plan Sponsor") have entered into that certain Asset Purchase Agreement, dated as of November 16, 2017, and as amended (the "TK US Purchase Agreement"), pursuant to which TKH and certain TKH Affiliates agreed to sell, transfer and assign to Plan Sponsor, and Plan Sponsor agreed to acquire and assume from TKH and such TKH Affiliates, certain assets and liabilities, among other matters set forth therein;

WHEREAS, concurrently with the execution of the TK US Purchase Agreement, Plan Sponsor, and TKH and/or certain Affiliates of TKH entered into (a) the TKJP Purchase Agreement (as defined in the TK US Purchase Agreement), and (b) the TK Europe Purchase Agreement (as defined in the TK US Purchase Agreement) (the TK US Purchase Agreement, TKJP Purchase Agreement, and the TK Europe Purchase Agreement, collectively, the "TK Purchase Agreements");

WHEREAS, pursuant to the Plan (as defined below), the TK Parties and certain of their Designated Affiliates (as defined below) are required to, among other things, continue operation of the PSAN Inflator Business (as defined in the applicable TK Purchase Agreement), which for purposes of this Agreement shall include the warehousing, shipping, and disposal of PSAN Inflators delivered by Warehouse Consenting OEMs to TK Services (which is also referred to in the Plan as the "Warehousing Entity") after the Plan Effective Date (as defined below), and the continued operation of the Product Safety Group of TK Services related to recalled PSAN Inflators, in each case, regardless of whether or not required by the Plan;

WHEREAS, in connection with the continued operation of the PSAN Inflator Business (as defined in the TK US Purchase Agreement) by the TK Parties following the U.S. Closing (as defined in the TK US Purchase Agreement), the TK Parties and KSS have entered into the Transition Services Agreement, dated as of [●] (the "Transition Services Agreement"), pursuant to which KSS has agreed to provide to the TK Parties certain services necessary or

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[1] ***Note to Draft***: To be confirmed whether RTK China and the Japan Warehousing Entity should be a Party to this Agreement or simply a Designated Affiliate.

useful for the TK Parties to continue operation of the PSAN Inflator Business (the "KSS Services"), subject to the terms and conditions set forth therein;

WHEREAS, in connection with the operation of the PSAN Inflator Business (as defined in the TK US Purchase Agreement) following the U.S. Closing (as defined in the TK US Purchase Agreement), each of the TK Parties desire to provide to certain other TK Parties and/or receive from certain other TK Parties, the Services (as defined below), as applicable, subject to the terms and conditions set forth herein; and

WHEREAS, the Plan contemplates that this Agreement will be filed with the Plan Supplement (as defined in the Plan).

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

1.1 Definitions. The following capitalized terms shall have the meanings specified in this Section 1. Capitalized terms used in this Agreement but not defined in this Section 1 or elsewhere in this Agreement shall have the respective meanings for such terms set forth in the Plan.

(a) "Affiliate" shall have the meaning set forth in the TK Purchase Agreements.

(b) "Agreement" shall have the meaning set forth in the preamble.

(c) "Confidential Information" shall have the meaning set forth in Section 10.

(d) "Designated Affiliate" means (a) an Affiliate of a TK Party, (b) [RTK (Changxing) Safety systems CO, LTD.], and (c) any other entity created in connection with the Plan to operate portions of the PSAN Inflator Business; in each case, that executes an addendum to this Agreement, in form reasonably satisfactory to Service Provider, by which such Affiliate or such other entity agrees (1) to be bound by the terms and conditions of this Agreement applicable to such Recipient in connection with the Services, (2) that notice and communications under this Agreement shall be to the applicable Recipient (on behalf of itself and its Designated Affiliates) except where expressly indicated otherwise in this Agreement (such as with respect to invoicing in Section 2.3) and (3) enforcement of this Agreement shall be solely by the applicable Recipient on behalf of itself and its Designated Affiliates. References in this Agreement to "Recipient(s)," either directly or as a "TK Party" or "TK Parties" shall include the Designated Affiliates of such TK Party (including with respect to delivery and receipt of applicable Services and as to acknowledgements and agreements, disclaimers and limitations on liability, and limited remedies) except where the

context expressly and specifically makes a distinction between a Recipient and any Designated Affiliates (such as with respect to invoicing in Section 2.3).

(e) "Disclosing Party" shall have the meaning set forth in Section 10.

(f) "Effective Date" shall have the meaning set forth in the preamble.

(g) "Force Majeure Event" shall have the meaning set forth in Section 14.7.

(h) "Fully Burdened Cost" means the fully burdened costs of providing Services by an applicable Service Provider and its Affiliates, calculated in accordance with such Service Provider's standard ordinary course cost allocation methods, calculated in accordance with generally accepted accounting principles in the applicable jurisdiction.

(i) "KSS" shall have the meaning set forth in the Recitals.

(j) "KSS Services" shall have the meaning set forth in the Recitals.

(k) "Local Affiliate Provider" has the meaning set forth in Section 2.3.

(l) "Plan" means the Third Amended Joint Chapter 11 Plan of Reorganization of Sellers (as defined in the TK US Purchase Agreement), as may be altered, amended, or otherwise modified from time to time in accordance with its terms.

(m) "Post-Closing Consenting OEM WSD Contract" means an agreement between TK Services and a Warehouse Consenting OEM relating to warehousing, shipping, and disposal services for PSAN Inflators returned to TK Services after the Plan Effective Date.

(n) "PSAN Purchasers" means the applicable PSAN Consenting OEM, Consenting OEM PSAN Contract Manufacturer, and Consenting OEM PSAN Tier One that is a counter party to an Assumed PSAN Contract.

(o) "Receiving Party" shall have the meaning set forth in Section 10.3.

(p) "Retention Period" shall have the meaning set forth in Section 5.4.

(q) "Recipient" or "Recipients" shall mean, with respect to each particular Service listed on Exhibit A, the TK Party indicated as the "Applicable Recipient" for such item of Services.

(r) "Sales and Service Taxes" shall have the meaning set forth in Section 5.5.

(s) "Service Provider" shall mean, with respect to each particular Service listed on Exhibit A, the TK Party indicated as the "Service Provider" for such item of Services.

(t) "Services" shall have the meaning set forth in Section 2.1.

(u) "Service Fee" shall have the meaning set forth in Section 5.1.

(v) "Systems" shall mean systems, networks, software, databases, other computer-based resources or similar technology.

(w) "Term" shall have the meaning set forth in Section 9.1.

(x) "Third Party Provider" shall have the meaning set forth in Section 2.2.

(y) "TK Party" shall have the meaning set forth in the preamble.

(z) "TK Purchase Agreements" shall have the meaning set forth in the Recitals.

(aa) "TK US Purchase Agreement" shall have the meaning set forth in the Recitals.

(bb) "Transaction Documents" means, collectively: (i) the Plan; (ii) any and all documents executed in connection with or attached to the Plan; and (iii) the Assumed PSAN Contracts, the NHTSA Preservation Order, and the Post-Closing Consenting OEM WSD Contract; in each case, as required for the continued operation of the PSAN Inflator Business by the TK Parties in accordance with the foregoing documents.

(cc) "Transferred Employees" shall collectively mean "Transferred Employees" as defined in the TK US Purchase Agreement and "Transferred Employees" as defined in the TKJP Purchase Agreement.

(dd) "Transition Services Agreement" shall have the meaning set forth in the Recitals.

2. SERVICES.

2.1 Services. Commencing on the Effective Date and continuing throughout the Term, but subject to the terms and conditions of this Agreement, each applicable TK Party shall provide, or shall cause its Affiliates or Third Party Providers who are approved in accordance with Section 2.2 to provide, to each applicable Recipient, those services in Exhibit A for which such TK Party is indicated as the "Service Provider" (together with any other services specified in the main body of this Agreement, including electronic access and security and disaster recovery services, the "Services"). Each applicable Service Provider shall provide the Services in a manner and with the standard of care consistent with the manner and standard of care in which such services were so previously performed by TKH and its Affiliates for themselves in the twelve (12) months prior to the U.S. Closing. Neither TKH, TK Services, nor TK Global may provide any Services not expressly specified in the body of this Agreement or otherwise in Exhibit A without the prior written consent of (i) the PSAN Consenting OEMs, for TKH, (ii) the Warehouse Consenting OEMs, for TK Services, and (iii) the Consenting OEMs for TK Global. All Services shall be provided in accordance with the terms and conditions set

forth herein and as further detailed on Exhibit A. For clarity, in the event of any conflict between Exhibit A and the main body of this Agreement, the main body of this Agreement will govern.

2.2 Use of Affiliates and Third Party Providers. Each applicable Service Provider shall have the right, after receiving the prior written consent of (i) the PSAN Consenting OEMs, for Services to be provided to TKH, (ii) the Warehousing Consenting OEMs, for Services to be provided to TK Services, and (iii) the Consenting OEMs, for Services to be provided to TK Global, to designate an Affiliate or a third party provider ("Third Party Provider") to provide any of the applicable Services, subject to any such Third Party Provider agreeing in writing to provide such Services in accordance with Section 2.1 and the other applicable terms and conditions of this Agreement. For the avoidance of doubt, such applicable Service Provider will remain liable for the provision of the applicable Services by an Affiliate or a Third Party Provider.

2.3 Local Implementing Agreements. The TK Parties agree that certain Services may be provided directly by an Affiliate of an applicable Service Provider (a "Local Affiliate Provider") to Designated Affiliates of applicable Recipients. In that case, (i) the applicable Designated Affiliate receiving the applicable Service(s) shall make payment for such Service(s) directly to that designated applicable Local Affiliate Provider, which shall provide an invoice for such Service(s) pursuant to Section 5.2, (ii) the applicable Service Provider and the applicable Recipient may agree to use a separate written implementing agreement consistent with this Agreement to reflect such arrangement, if and as necessary, and (iii) each TK Party thereto shall remain liable for compliance with the terms and conditions of this Agreement. For purposes of this Agreement, any reference herein to a "Service Provider" or a "Recipient" or to an action to be taken by a Service Provider or a Recipient shall be deemed to refer, respectively, to a Local Affiliate Provider or Designated Affiliate and to an action taken by a Local Affiliate Provider or Designated Affiliate, in each case, as applicable.

2.4 Certain Limitations.

(a) Notwithstanding any other provision of this Agreement, each applicable Service Provider shall have the right to suspend or terminate a portion of the Services immediately if and to the extent that the provision of the applicable Services by such Service Provider violates applicable Laws, unless the applicable Service Provider can reasonably adjust the manner in which it provides the Services such that they no longer violate such Laws.

(b) Each Party may make changes from time to time with regard to the manner, resources, assets, services, products, and location of Service delivery used in performing the Services; provided, that: (i) provision of such Services by the applicable Service Provider remains subject to the requirements set forth in Section 2.1; (ii) the applicable Service Provider will provide the applicable Recipient with prior notice (to the extent reasonably practicable) of any such changes that are material to such Services or that are reasonably expected to require material changes in the operations of the applicable Recipient to receive

the Services; (iii) such changes will be implemented at such Service Provider's sole cost and expense, unless such changes are implemented to comply with applicable Law (or changes thereto) or to address a Recipient requested change; and (iv) such changes will not cause such Recipient to violate applicable Law or breach the NHTSA Preservation Order or the Post-Closing Consenting OEM WSD Contract.

3. PURPOSE.

3.1 Purpose and Use of Services. The Services to be provided pursuant to this Agreement are intended solely to assist each Recipient in connection with such Recipient's continued operation of its applicable portions of the PSAN Inflator Business, including (i) the supply, on a global basis, of PSAN Inflators to PSAN Purchasers by TKH in accordance with the terms and conditions of the Assumed PSAN Contracts, (ii) the provision of warehousing, shipping, and disposal services to the Warehouse Consenting OEMs by TK Services pursuant to the terms of the Transaction Documents, and (iii) the operation of the Product Safety Group of TK Services related to recalled PSAN Inflators, as applicable. In addition, each applicable Recipient and its Affiliates shall not allow the use of the applicable Services by any Person other than in connection with the conduct of such Recipient's relevant portions of the PSAN Inflator Business as set forth above in this Section 3.1 nor resell any of the applicable Services to any Person whatsoever.

3.2 No Use of Services for Non-Consenting OEMs. Each Recipient shall not request a Service Provider to provide, and no Service Provider shall provide, any Service for such Recipient's use with or for the benefit of any customer of a Recipient or other third party, other than (i) PSAN Purchasers with respect to the research, design, manufacture, marketing, or sale of PSAN Inflators supplied by TKH, (ii) Warehouse Consenting OEMs with respect to the warehousing, shipping, and disposal of PSAN Inflators by TK Services, and (iii) Consenting OEMs with respect to the remainder of the PSAN Inflator Business.

4. COOPERATION.

4.1 Cooperation; Access to Information and Resources.

(a) Each TK Party agrees to provide the applicable Service Providers with all reasonably requested or required instructions, data, other information and access from such Recipient and its Affiliates that is necessary for the applicable Service Provider to provide the Services. Each TK Party remains responsible for the instructions, data, and other information provided to the applicable Service Provider. If such TK Party fails to provide such instructions, data, information or access, the applicable Service Provider shall so notify the applicable Recipient and, if such failure by such Recipient remains uncured, such Service Provider shall not be liable for failing to perform the applicable Services for such Recipient.

(b) Each TK Party shall perform all obligations hereunder in good faith and in accordance with principles of fair dealing.

4.2 Compliance with Laws. Each TK Party shall comply with all Laws applicable to it in connection with the provisions and/or receipt of relevant Services and the application of the relevant Services to such Recipient's relevant portion of the PSAN Inflator Business.

5. FEES.

5.1 Service Fees. Each Service Provider shall charge the applicable Recipient for the Services received by that Recipient at a cost equal to such Service Provider's Fully Burdened Cost [plus three percent (3%)][2] for the provision thereof (the "Service Fee"). In computing the Fully Burdened Cost used to compute the Service Fees, overhead shall be allocated in accordance with generally accepted accounting principles and consistent with the relevant provider's allocation in its own financial statements.

5.2 Payment Details. Each Recipient, for itself and not on behalf of any other Recipient, shall pay the applicable Service Provider monthly all undisputed Service Fees for each applicable Service, as invoiced in arrears by the applicable TK Party on the first day of each calendar month during the Term. The applicable Service Provider will only invoice the applicable Recipient the relevant Services performed for the applicable Recipient. Invoices shall be accompanied by reasonable documentation itemizing each of the invoiced amounts and shall be payable within 30 days of receipt thereof or any other time period agreed between the applicable parties. Upon a TK Party's reasonable request, the other applicable TK Party shall deliver to the requesting TK Party any additional non-confidential documentation to substantiate the invoiced amounts. Service Fees will be prorated for any applicable partial month, as applicable.

5.3 Payment Default. A payment default by a Party (each, a "Payment Default") shall be deemed to occur for that TK Party if the applicable invoice provided to that TK Party for a Service provided to that TK Party is not paid in full on the 30th day after such payment is due as described in Section 5.2. Upon a Payment Default, the applicable Service Provider may (y) suspend the applicable Services and decline to perform any of its obligations hereunder related to such Services and/or (z) terminate this Agreement with respect to that Recipient in accordance with Section 9.2(a), including the notice and cure provisions therein; in each case without limiting any other remedies the relevant TK Party may have in law or equity under the applicable circumstances.

5.4 Record Keeping; Audit. Each Service Provider will keep, maintain, and make available to each applicable Recipient reasonable records covering its costs for the provision of the applicable Service(s) to applicable Recipients, as would be necessary to verify such Service Provider's Fully Burdened Costs. For each Service, the applicable Service

[2] ***Note to Draft***: To be discussed by the applicable Restructuring Support Parties.

Provider shall retain such records for a period of twenty-four (24) months following the month of such Service Provider's provision of that Service (the "Retention Period").

5.5 Sales and Services Taxes. All Service Fees are exclusive of any and all sales, use, transfer, value-added, goods or services taxes or similar gross-receipts based taxes ("Sales and Service Taxes") and such Sales and Services Taxes, other than taxes on the applicable Service Provider's income, shall be added to the Service Fees where applicable. Each TK Party shall promptly notify the other applicable TK Parties of any deficiency claim or similar notice by a Tax Authority with respect to any Sales and Services Taxes. Recipients shall remit to the appropriate tax authorities (the "Tax Authorities") any taxes required to be withheld by law from any fees payable to an applicable Service Provider hereunder.

5.6 Corporate Tax Sharing and Allocation. TBD.[3]

6. RECORDS.

6.1 Records. Each Service Provider shall take reasonable steps to keep records regarding the provision of Services reasonably consistent with the manner in which TKH kept records regarding such Services prior to the Effective Date or as otherwise required by applicable Law. Each Service Provider shall retain such records with respect to any given calendar month of Services for the Retention Period. Each Service Provider will, upon a Recipient's reasonable written request: (a) provide a copy of such records to such Recipient or (b) offer to transfer such records to such Recipient, at such Recipient's expense.

7. ELECTRONIC ACCESS AND SECURITY.

7.1 System Access. If any TK Party grants another TK Party access to any of its Systems, or if any TK Party is otherwise granted access to any of another TK Party's Systems in connection with provision or receipt of Services, the accessing TK Party shall comply with the other TK Party's system security policies, procedures and requirements, as such are amended from time to time, disclosed to the accessing TK Party.

7.2 Protection of Data. Except as otherwise requested by a Recipient in writing and agreed to by the applicable Service Provider, each Service Provider shall, and shall cause its Affiliates to, use reasonable measures (physical, procedural, and electronic) to protect the data owned by a Recipient and shared with such Service Provider, at least consistent with TKH's and/or its Affiliate's practices in protecting such data on the Closing Date. In the event that any such data is lost or destroyed, the applicable Service Provider shall, upon a

[3] ***Note to Draft***: To be discussed by the applicable Restructuring Support Parties whether a corporate tax sharing arrangement/agreement will be necessary?

Recipient's request, use its commercially reasonable efforts to reconstruct such data with the reasonable cooperation of such Recipient.

7.3 Access to and Use of Systems. Each TK Party shall prevent unauthorized access, use, destruction, alteration, circumvention, misuse of, or other adverse effect on the Systems, or of the information contained therein, and shall notify its personnel regarding the restrictions set forth in this Agreement. The TK Party providing access to its Systems may suspend or terminate access to Systems by any individual and access or links to, or installation on, the System of any device, software or other content or materials, including immediately if such TK Party deems it necessary for System security, provided, that, the other applicable TK Parties shall be notified promptly thereof and the TK Parties shall reasonably cooperate to minimize the impact of same.

8. INTELLECTUAL PROPERTY.

8.1 Ownership. Each TK Party shall retain all right, title and interest in and to its Intellectual Property owned as of the U.S. Closing, or during the Term, and used in connection with the Services, including any Intellectual Property created by such TK Party in providing or receiving the Services, as applicable.

8.2 License Grant. Subject to the terms and conditions of this Agreement, each applicable Service Provider hereby grants to each applicable Recipient a non-exclusive, royalty-free license to use any designs or other Intellectual Property owned by such Service Provider for use solely in connection with such Recipient's receipt and use of the applicable Services in the continued operation of the PSAN Inflator Business following the U.S. Closing, such license granted on an "AS IS, WHERE IS" basis, with all faults.

9. TERM AND TERMINATION.

9.1 Term. The term of this Agreement shall begin on the Effective Date and continue with respect to each specific Service until the fifth (5th) anniversary of the Closing Date, unless earlier terminated in accordance with this Agreement (the "Term").

9.2 Termination. Upon written notice to the applicable TK Party and the then-current PSAN Consenting OEMs and Warehouse Consenting OEMs, as applicable, this Agreement may be terminated:

(a) by any TK Party due to a material breach of this Agreement of another TK Party, which breach continues uncured for more than thirty (30) days following written notice thereof; provided, however, such terminating TK Party may only terminate this Agreement with respect to the applicable TK Party who is in material default, and each applicable Recipient can only terminate this Agreement for a material default by an applicable Service Provider TK Party with respect to itself, its Designated Affiliates and such Service Provider;

(b) by any TK Party, as an applicable Recipient, on thirty (30) days' prior written notice for any or no reason, solely with respect to the provision of Services (in their entirety) by or on behalf of a particular Service Provider to such Recipient.

9.3 Partial Termination of Services. During the Term, a Recipient may, upon thirty (30) days' prior written notice to the applicable Service Provider, terminate any of the Services provided by such Service Provider under this Agreement for that Recipient, including any portion thereof.

9.4 Effect of Termination/Expiration. If this Agreement terminates or expires, either in whole or in part, all rights and obligations of the TK Parties hereunder shall terminate upon such termination with respect to the relevant Services and shall become null and void (other than Sections 5, 8.1, 10, 12.2(a), , 13 and 14 which shall survive such termination). If this Agreement is terminated other than as a result of a material breach by the applicable Recipient, then the applicable Service Provider shall assist the applicable Recipient in transitioning the performance or provision of any applicable Services remaining under this Agreement (as of the date of such termination) to such Recipient or to such other third party with which such Recipient chooses to replace such Service Provider to perform such remaining or unfulfilled Services.

10. CONFIDENTIALITY.

10.1 Confidential Information. The TK Parties acknowledge that, in connection with this Agreement, they may each have access to certain information and materials concerning the another TK Party's business and products (including information and materials contained in technical data provided to such TK Party, information concerning the PSAN Inflator Business, financial information and data, strategies and marketing and customer information) which is confidential and of substantial value to the disclosing TK Party, which value would be impaired if such information were disclosed to third parties ("Confidential Information").

10.2 Nondisclosure. Each TK Party agrees that it shall not, and shall cause its Affiliates and its and its Affiliates' officers, directors, members, managers, partners, employees, agents and other representatives not to, use in any way, for their own account or the account of any third party, or disclose to any third party, any such Confidential Information without prior written authorization from the other applicable TK Party, except: (i) as reasonably necessary to exercise its rights and perform its obligations under this Agreement (with any disclosures to third parties being subject to written confidentiality obligations that limit use to use in connection with this Agreement and nondisclosure obligations at least as restrictive as those contained herein); (ii) as required to be provided to the (A) PSAN Consenting OEMs or their representatives under the Assumed PSAN Contracts or (B) Warehouse Consenting OEMs under the Post-Closing Consenting OEM WSD Contracts; and (iii) as otherwise required by Law, a court of competent jurisdiction, or the rules of a national securities exchange. Each TK Party will take reasonable precautions to protect the confidentiality of such Confidential Information consistent with the efforts exercised by it with respect to its own Confidential Information.

10.3 Permitted Disclosures. Notwithstanding anything to the contrary set forth herein, a TK Party who receives Confidential Information (the "Receiving Party") from another TK Party (the "Disclosing Party") shall not be required to hold in confidence information that: (a) is or becomes generally available to the public other than as a result of a breach of these provisions by the Receiving Party; (b) becomes available to the Receiving Party subsequent to the date hereof on a non-confidential basis from a source other than the Disclosing Party or in connection with the provision of the applicable Services, provided that the source of such information was not bound by a confidentiality agreement with, or bound by any other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party with respect to such information; or (c) is developed by the Receiving Party independently without reference to the Disclosing Party's Confidential Information.

11. SERVICES NOT INTENDED TO BREACH CONTRACTS OR LAWS

11.1 Services Not Intended to Breach Contracts or Laws. Notwithstanding anything to the contrary contained in this Agreement, each applicable Service Provider agrees it will not perform the Services for each applicable Recipient in a manner that will cause the applicable Recipient to breach, as applicable to such Recipient, the Assumed PSAN Contracts, the Post-Closing Consenting OEM WSD Contracts, or the NHTSA Preservation Order.

12. REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGMENTS.

12.1 Service Provider Representations and Warranties. Each TK Party represents and warrants that it has the authority to enter into and perform its covenants and agreements set forth in this Agreement, and that the execution, delivery and performance of this Agreement does not materially conflict with or constitute a material breach or default under the terms and conditions of its organizational documents. Except as expressly set forth in this Section 12.1, each TK Party specifically disclaims all warranties of any kind arising out of or related to this Agreement.

12.2 Disclaimer and Acknowledgments.

(a) EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN SECTION 12.1, AND WITHOUT LIMITING OR OTHERWISE MODIFYING ANY OF THE ASSUMED PSAN CONTRACTS OR POST-CLOSING CONSENTING OEM WSD CONTRACTS, EACH TK PARTY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND WITH RESPECT TO THE SERVICES (INCLUDING ANY DELIVERABLES), RESPECTIVELY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THE LIKE, OF COURSE OF DEALING, USAGE OR TRADE, OR, WITHOUT LIMITING ANY APPLICABLE SERVICE PROVIDER'S COVENANTS UNDER THIS AGREEMENT (INCLUDING UNDER SECTION 2.1),

IMPLIED WARRANTY OF ERROR-FREE OPERATION OR AT ANY LEVEL OF SERVICE.

(b) Subject to the foregoing, each TK Party, to the extent applicable as a Service Provider, acknowledges and agrees that its performance and provision of Services hereunder in accordance with this Agreement is material to each applicable Recipient's ability to continue to conduct its respective portions of the PSAN Inflator Business following the U.S. Closing without interruption.

13. LIMITATION OF LIABILITY.

13.1 General Limitation of Service Provider Liability.

(a) The TK Parties shall work collaboratively during the Term to minimize the risk to each applicable Service Provider associated with such Service Provider providing Services to applicable Recipients. Without limiting the foregoing, each TK Party shall take all actions reasonably requested by another TK Party in order to maintain corporate separateness and to address any other risks that may be identified from time to time.

(b) Subject to Sections 13.1(a), 13.2 and 13.3, each Service Provider will only be liable for errors and omissions with respect to, or other failures to perform, any applicable Service to the extent arising from such Service Provider's gross negligence or willful misconduct.

13.2 The applicable Service Provider will be liable to the applicable Recipient for any acts, omissions or failures to perform by third party vendors and contractors the applicable Service Provider selects to perform any Services, but the applicable Service Provider will not be liable to the applicable Recipient for any acts, omissions, or failure to perform by third party vendors and contractors selected by the applicable Recipient.

13.3 Infringement of Third Party IP. Each Party will remain liable for any claim that the Services violates the Intellectual Property of a Third Party to the extent the claim is based on a Party's own Intellectual Property or provision or receipt of the Services

13.4 Disclaimer of Damages. EXCEPT WITH RESPECT TO A TK PARTY'S CONTINUED MATERIAL BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10 OR A RECIPIENT'S USE OF SERVICES BEYOND THE SCOPE OF ARTICLE 3, AND WITHOUT LIMITING OR MODIFYING ANY OF THE ASSUMED PSAN CONTRACTS OR POST-CLOSING CONSENTING OEM WSD CONTRACTS, IN NO EVENT SHALL ANY TK PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY LOSSES OF ANY TYPE ARISING FROM OR RELATED TO THIS AGREEMENT (WHETHER TO ANY RECIPIENT OR ANY AFFILIATE THEREOF,) THAT ARE IN THE NATURE OF LOST PROFITS, REVENUES OR OPPORTUNITY, DIMINUTION IN VALUE OR INDIRECT, SPECIAL,

CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.5 Liability Cap. EXCEPT WITH RESPECT TO (A) A TK PARTY'S MATERIAL BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10 OR A TK PARTY'S INTENTIONAL BREACH OF THIS AGREEMENT, (B) A RECIPIENT'S USE OF THE SERVICES BEYOND THE SCOPE OF ARTICLE 3, AND (C) EACH RECIPIENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT (WHICH SHALL NOT BE COUNTED FOR PURPOSES OF THIS SECTION 13.5), IN NO EVENT SHALL A PARTY (OR ITS AFFILIATES, OR ITS OR THEIR REPRESENTATIVES) BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT (WHETHER TO ANOTHER TK PARTY OR ANY OTHER AFFILIATE), IN THE AGGREGATE FOR ANY AND ALL CLAIMS AND ASSERTIONS DURING OR AFTER THE TERM BY ALL PERSONS, FOR ANY AMOUNTS GREATER THAN THE SERVICE FEES PAID BY AN APPLICABLE RECIPIENT TO THE APPLICABLE SERVICE PROVIDER IN ANY CALENDAR YEAR, BUT IN NO EVENT LESS THAN ONE HUNDRED THOUSAND DOLLARS (US$100,000).

13.6 Specific Performance. Without affecting any other rights or remedies of the Parties under this Agreement, each TK Party acknowledges and agrees that, in addition to any other remedies that may be available to it, each TK Party shall be entitled to seek to enforce the terms and conditions of this Agreement by a decree of specific performance in addition to all other remedies available at Law or equity to the TK Parties.

14. MISCELLANEOUS.

14.1 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given: (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable express courier service (charges prepaid); (c) upon receipt of confirmation of receipt if sent by facsimile transmission; (d) on the day such communication was sent by e-mail (with acknowledgement received); or (e) five (5) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to TKH, to:

[●]
Attention: [●]
E-mail: [●]

with a copy to:

[●]

[If to TK Global, to:

[●]
Attention: [●]
E-mail: [●]

with a copy to:

[●]]

[If to TK Services, to:

[●]
Attention: [●]
E-mail: [●]

with a copy to:

[●]]

[If to RTK China, to:

[●]
Attention: [●]
E-mail: [●]

with a copy to:

[●]]

14.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to the principles of conflict of Laws that would cause laws of a jurisdiction other than the State of New York to apply), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

14.3 Jurisdiction; Venue. By its execution and delivery of this Agreement, each TK Party hereby irrevocably and unconditionally agrees that the Bankruptcy Court and the Court of Chancery of the State of Delaware in and for New Castle County, or if the Court of Chancery lacks jurisdiction over such dispute, in any state or federal court having jurisdiction over the matter situated in New Castle County, Delaware (the "Delaware Courts") shall have exclusive jurisdiction over all matters related to the construction, interpretation or enforcement of this Agreement. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Legal Proceeding so brought and waives any bond, surety or other security that might be required of the other Party with respect thereto. The Parties intend that all foreign jurisdictions will enforce any decree of the Bankruptcy Court or Delaware Courts in any Legal Proceeding arising out of or relating to this Agreement.

14.4 Waiver of Jury Trial. Each TK Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any Legal Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

14.5 No Third Party Beneficiaries. The Parties hereby acknowledge and agree that (i) the PSAN Consenting OEMs are intended third party beneficiaries of this Agreement by virtue of Recipient's reliance on the Services following the U.S. Closing in order to operate the PSAN Inflator Business, which includes the supply of PSAN Inflators to PSAN Consenting OEMs, (ii) the Consenting OEMs are intended third party beneficiaries of this Agreement by virtue of the reliance by TK Global on certain Services following the U.S. Closing in order to operate the PSAN Inflator Business, and (iii) the Warehouse Consenting OEMs are intended third party beneficiaries of this Agreement by virtue of the reliance by TK Services on certain Services as necessary in connection with the warehousing, shipping, disposal, and testing of PSAN Inflators. Except for the foregoing, the TK Parties hereby acknowledge and agree that this Agreement shall be binding upon and inure solely to the benefit of the TK Parties (or their Designated Affiliates, as applicable) and their successors and permitted assigns, and nothing herein, express or implied, is intended to, or shall confer upon, any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

14.6 Assignment. No TK Party may assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other applicable TK Parties and the Consenting OEMs. Any purported assignment in violation of this Section shall be void. This Agreement shall be binding upon the successors and permitted assigns of the TK Parties and the name of a TK Party shall be deemed to include the names of its successors and assigns.

14.7 Force Majeure. A Service Provider shall not be deemed to have breached this Agreement, to the extent that performance of such Service Provider's obligations or attempts to cure any breach are made impossible or impracticable by any event or condition beyond the reasonable control of such Service Provider (for avoidance of doubt, or its Affiliates or Third Party Providers, as applicable), including any act of God,

fire, flood, natural disaster, terrorism, labor or trade disturbance, war, riots, civil commotion, cybersecurity attack (except due to such Service Provider's gross negligence), compliance in good faith with the requirements of any applicable Law or act of any Governmental Authority (whether or not it later proves to be invalid), shortage or unavailability of materials or supplies, or any other similar event or condition beyond the reasonable control of the applicable Service Provider (any such event or condition, a "Force Majeure Event"); the applicable Service Provider shall give prompt notice to the applicable Recipient of the occurrence of a Force Majeure Event giving rise to any suspension of a Service and of the nature and anticipated duration of such Force Majeure Event, and shall use commercially reasonable efforts to cure the cause of such suspension reasonably promptly. Upon the occurrence of a Force Majeure Event, the applicable Service Provider and Recipient shall cooperate with each other to find reasonable alternative commercial means and methods for such Recipient to obtain the suspended Service, if reasonably necessary.

14.8 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid, illegal or unenforceable: (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (ii) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity, illegality, or unenforceability, nor shall such invalidity, illegality, or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

14.9 Amendment; Waiver.

(a) No provision of this Agreement may be amended unless the amendment is in writing and signed by (A) TKH (or its Designated Affiliates), in the case of an amendment with respect to TKH, its Designated Affiliates, or the Services applicable to TKH, (B) TK Services (or its Designated Affiliates),in the case of an amendment with respect to TK Services, its Designated Affiliates, or the Services applicable to TK Services, or (C) TK Global (or its Designated Affiliates), in the case of an amendment with respect to TK Global, its Designated Affiliates, or the Services applicable to TK Global. Notwithstanding the foregoing, all amendments to this Agreement must be approved in writing by the Oversight Committee.

(b) No provision of this Agreement may be waived unless such waiver is in writing and signed by the TK Party against whom the waiver is to be effective.

(c) No failure or delay by any TK Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.10 Headings. The heading references herein and the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

14.11 Entire Agreement. This Agreement constitutes the entire agreement between the TK Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations (whether written or oral), with respect to such matters, by or between the TK Parties, their Affiliates, or any of their Subsidiaries, as applicable.

14.12 Independent Parties. This Agreement shall not be deemed to create any partnership, joint venture, amalgamation, or agency relationship between the TK Parties. Each TK Party shall act hereunder as an independent contractor. Each obligation of a Recipient under this Agreement is a several, and not joint, obligation of that Recipient and no breach of an obligation by a Recipient under this Agreement may be used against another Recipient for any purpose.

14.13 Interpretation. The TK Parties acknowledge and agree that: (i) each TK Party and its representatives has reviewed and negotiated the terms and conditions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; (iii) the terms and conditions of this Agreement shall be construed fairly as to each TK Party and not in favor of or against either TK Party regardless of which TK Party was generally responsible for preparation of this Agreement; and (iv) whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "but not limited to."

14.14 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

14.15 Representative. For clarity, all provisions of this Agreement requiring a consent (such as to waive a provision of this Agreement) or permitting an election or other decision to be made by or on behalf of a Recipient or, to the extent receiving Services, any other Affiliate of that Recipient, shall be interpreted so as to require only the consent, election or other decision of the Recipient who is a signatory to this Agreement, and all other Recipient Affiliates shall be bound by any and all such consents, elections or decisions.

[*Signature page follows*]

IN WITNESS WHEREOF, the TK Parties have each caused this Agreement to be duly executed as of the Effective Date.

TK Holdings Inc.:

_____

By:
Title:

TK Services Inc.:

_____

By:
Title:

TK Global LLC:

_____

By:
Title:

[RTK (Changxing) Safety systems CO, LTD.:

_____

By:
Title:]

EXHIBIT A

Services

[***To be provided***]