

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is made and entered into this 15th day of February 2017 (“Execution Date”) by and between MINEBEA MITSUMI Inc., NMB (USA), Inc., and NMB Technologies Corporation (collectively, “Minebea”), and Direct Purchaser Plaintiff, both individually and on behalf of a class of direct purchasers of Small Bearings (the “Settlement Class”), as more particularly defined in Paragraph 8 below.

WHEREAS, Direct Purchaser Plaintiff is prosecuting the action captioned *McGuire Bearing Company v. MINEBEA MITSUMI Inc., et al.*, (E.D. Mich.) (the “Action”) on behalf of itself and on behalf of the Settlement Class against Minebea;

WHEREAS, Direct Purchaser Plaintiff allege that they were injured as a result of Minebea’s participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Small Bearings (as defined below) in violation of Section 1 of the Sherman Act, as set forth in Direct Purchaser Plaintiff’s Class Action Complaint (the “Complaint”);

WHEREAS, Minebea denies Direct Purchaser Plaintiff’s allegations and asserts defenses to Direct Purchaser Plaintiff’s claims;

WHEREAS, arm’s-length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for Minebea and this Agreement has been reached as a result of those negotiations;

WHEREAS, Direct Purchaser Plaintiff, through its counsel, has conducted an investigation into the facts and the law regarding the Action and has concluded that resolving the claims against Minebea, according to the terms set forth below, is in the best interest of the Direct Purchaser Plaintiff and the Settlement Class because of the payment of the Settlement Amount and the value of the Cooperation (as that term is defined below) that Minebea has agreed to provide pursuant to this Agreement;

WHEREAS, Minebea, despite its belief that it is not liable for the claims asserted and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Minebea with respect to Small Bearings based on the allegations in the Action, as more particularly set out below;

WHEREAS, Minebea has agreed to provide Cooperation to Direct Purchaser Plaintiff and the Settlement Class in the ongoing prosecution of the Action captioned *Bearing Service, Inc. v. NSK Ltd., et al.*, Case No. 2:15-cv-13945 (E.D. Mich.) (the “NSK Action”) as set forth in this Agreement, and such Cooperation will reduce Direct Purchaser Plaintiff and the Settlement Class’ burden and expense associated with prosecuting the NSK Action; and

WHEREAS, Direct Purchaser Plaintiff recognizes the benefits of Minebea’s Cooperation and recognizes that because of joint and several liability, this Agreement with Minebea does not impair Direct Purchaser Plaintiff’s ability to collect the full amount of damages to which it and the Settlement Class may be entitled in the NSK Action:

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees and, except as hereinafter provided, without costs as to Direct Purchaser Plaintiff, the Settlement Class, or Minebea, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. “Cooperation” refers to those provisions set forth below in Paragraphs 30-37.
2. “Cooperation Materials” means any information, testimony, Documents (as

defined below) or other material provided by Minebea under the terms of this Agreement.

3. “Defendant” means, for purposes of this Settlement Agreement only, any one or more of the following: MINEBEA MITSUMI Inc., NMB (USA), Inc., NMB Technologies Corporation, NSK Ltd., NSK Americas, Inc. or NSK Corporation.

4. “Direct Purchaser Plaintiff” means the Settlement Class Member, as defined in Paragraph 10, below, who is named as a plaintiff in the Complaint.

5. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term. For purposes of this Agreement, Document shall include all non-privileged English translations in Minebea’s custody, possession or control.

6. “Releasees” shall refer jointly and severally, individually and collectively to MINEBEA MITSUMI Inc., NMB (USA), Inc. and NMB Technologies Corporation, their respective past and present parents, subsidiaries, affiliates, divisions, predecessors and successors, and their respective past and present officers, directors, agents, attorneys, and employees. Releasees does not include any Defendant in the NSK Action.

7. “Releasers” shall refer jointly and severally, individually and collectively to Direct Purchaser Plaintiff and the Settlement Class Members, as well as each of their parents, subsidiaries, affiliates, divisions, predecessors, successors and assigns, and their respective past and present officers, directors, agents, and employees.

8. For purposes of this Agreement, the “Settlement Class” is defined as:

All individuals and entities (excluding any Defendant in the NSK Action and their present and former parents, subsidiaries, and affiliates) that purchased Small Bearings in the United States directly from one or more Defendants from June 1, 2003 through the Execution date of this Settlement Agreement (the “Class Period”).

9. "Settlement Class Counsel" shall refer to the following law firms: Freed Kanner London & Millen LLC, 2201 Waukegan Road, Suite 130, Bannockburn, IL 60015; Kohn, Swift & Graf, P.C., One South Broad Street, Suite 2100, Philadelphia, PA 19107; Preti, Flaherty, Beliveau & Pachios, LLP, One City Center, Portland, ME 04101; Spector Roseman Kodroff & Willis, P.C., 1818 Market Street, Suite 2500, Philadelphia, PA 19103; Cera LLP, 595 Market Street, Suite 2300, San Francisco, CA 94105; and Cohen Milstein Sellers & Toll, PLLC, 2925 PGA Boulevard, Suite 200, Palm Beach Gardens, FL 33410.

10. "Settlement Class Member" means each member of the Settlement Class who has not timely elected to be excluded from the Settlement Class.

11. "Settlement Amount" shall be US \$9,750,000 as specified in Paragraph 22.

12. "Settlement Fund" shall be the Settlement Amount plus accrued interest on said amount as set forth in Paragraph 23.

13. "Small Bearings" for purposes of this Settlement Agreement, has the same definition as set forth in the Complaint in the Action, specifically "those bearings whose diameter is 30 millimeters or less."

B. Approval of this Agreement and Dismissal of Claims Against Minebea.

14. Direct Purchaser Plaintiff and Minebea shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Action as to the Releasees only.

15. Within five (5) business days after the execution of this Agreement, Direct Purchaser Plaintiff and Minebea shall inform the Court that they have finalized an agreement to settle the Action. Subsequently, Direct Purchaser Plaintiff shall submit to the Court a motion seeking preliminary approval of this Agreement (the "Motion"). The Motion shall

include the proposed form of an order preliminarily approving this Agreement. The text of the proposed order shall be agreed upon by Direct Purchaser Plaintiff and Minebea before submission of the Motion. Minebea shall have a reasonable opportunity to review and comment on the Motion, and Direct Purchaser Plaintiff shall reasonably consider Minebea's comments.

16. Direct Purchaser Plaintiff, at a time to be decided in its sole discretion, shall submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to the Settlement Class (the "Notice Motion"). The Notice Motion shall include a proposed form of, method for, and proposed dates of dissemination of notice. Minebea shall have a reasonable opportunity to review and comment on the Notice Motion, and Direct Purchaser Plaintiff shall reasonably consider Minebea's comments.

17. Direct Purchaser Plaintiff shall seek the entry of an order and final judgment, the text of which Direct Purchaser Plaintiff and Minebea shall agree upon. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph 8 pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this Settlement, as a settlement class;

(b) as to the Action, approving finally this Settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

(c) as to Minebea, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(d) reserving exclusive jurisdiction over the Settlement and this Agreement, including the administration and consummation of this Settlement, as well as over Minebea, for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;

(e) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Minebea shall be final; and

(f) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of Minebea, to contest certification of any other class proposed in *In Re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the "MDL Litigation"), (ii) the Court's findings in the Order shall have no effect on the Court's ruling on any motion to certify any class in the MDL Litigation or on the Court's rulings concerning any Defendant's motion; and (iii) no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

18. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 8 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment dismissing the Action with prejudice as to Minebea and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Minebea described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Minebea have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Direct Purchaser

Plaintiff and Minebea have executed this Agreement, Direct Purchaser Plaintiff and Minebea shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 24 or 38 of this Agreement.

19. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Minebea, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Minebea, or used against Minebea as evidence of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way, whether in the MDL Litigation, arbitration, or other proceeding, against Minebea. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by Minebea, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. Notwithstanding the foregoing, nothing in this Paragraph shall prevent Direct Purchaser Plaintiff from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 30-37, against any entity other than Minebea in the MDL Litigation.

C. Release, Discharge, and Covenant Not to Sue.

20. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 18 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 22 of this Agreement, into the Settlement Fund, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged

from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) under any federal, state or local law of any jurisdiction in the United States, that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct prior to the Execution Date alleged in the Complaint or any act or omission of the Releasees (or any of them) alleged in the Complaint concerning price fixing, bid rigging, or market or customer allocation of Small Bearings, including but not limited to any conduct and causes of action alleged or asserted or that could have been alleged or asserted, in any class action or other complaint filed in the Action (the "Released Claims"), provided however, that nothing herein shall release: (1) any claims based on indirect purchases of Small Bearings; (2) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, breach of product warranty, or similar claim relating to Small Bearings; (3) claims brought outside the United States relating to purchases of Small Bearings outside the United States; and (4) claims brought under laws other than those of the United States relating to purchases of Small Bearings outside the United States. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims unless the Agreement, for any reason, does not become final, or is rescinded or otherwise fails to become effective.

21. In addition to the provisions of Paragraph 20 of this Agreement, Releasors

hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming final, any and all provisions, rights, and benefits, conferred by § 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 20 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that Minebea and Direct Purchaser Plaintiffs have agreed to release pursuant to Paragraphs 20 and 21, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

22. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Minebea shall pay the Settlement Amount. The Settlement Amount shall be paid by wire transfer into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 23 of this Agreement (the "Escrow Account") within twenty (20) business days after the Execution Date.

23. Escrow Account.

(a) An Escrow Account shall be maintained at The Huntington National Bank. Such escrow shall be administered under the Court's continuing supervision and control.

(b) All payments into the Escrow Account shall, at the direction of Settlement Class Counsel, be invested in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. Any interest or income earned on any of the foregoing shall become part of the Settlement Fund. Minebea shall have no responsibility for, or liability in connection with, the Settlement Fund or Escrow Account, including, without limitation, the investment, administration, maintenance, or distribution thereof.

(c) The Settlement Fund held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or order(s) of the Court.

(d) Reasonable disbursements for expenses associated with providing notice of the settlement to the Settlement Class, expenses for maintaining and administering the Settlement Fund, and taxes and expenses incurred in connection with taxation matters may be paid without approval from the Court and shall not be refundable to Minebea in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective, to the extent such expenses have actually been expended or incurred. No other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

(e) The Escrow Account is, and shall be operated in a manner so that it is qualified as a “qualified settlement fund” within the meaning of section 468B of the Internal Revenue Code, as amended (the “Code”) and Treas. Reg. § 1.468B-1, *et seq.*, and, to that end, the parties hereto agree to treat the Escrow Account at all times as a qualified settlement fund and shall cooperate with each other and shall not take a position in any filing or before

any tax authority that is inconsistent with such treatment. For purposes of section 468B of the Code and Treas. Reg. § 1.468B-2(k)(3), the administrator shall be Settlement Class Counsel. Settlement Class Counsel, as administrator, shall be responsible for the timely and proper performance of the undertakings of the administrator specified in the regulations promulgated under section 468B of the Code and to timely take such actions as are necessary to create and maintain the Escrow Account's status as a qualified settlement fund (including, upon Minebea's request, to timely make a "relation back election" as described in Treas. Reg. § 1.468B-1(j) so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible), and the parties agree to cooperate with the administrator to take all actions as may be necessary or appropriate to this end. Settlement Class Counsel, as administrator, shall timely pay out of the Escrow Account (i) taxes (including any estimated taxes, interest or penalties) on any income earned on the funds in the Escrow Account, whether or not Final Approval has occurred, and (ii) other expenses incurred in connection with taxation matters (including, without limitation, any costs incurred in the preparation or filing of tax or information returns). In the event federal or state tax liability (including any estimated taxes, interest or penalties) is imposed upon Minebea or any Releasee with respect to any income earned on the funds in the Escrow Account, upon request of Minebea or the Releasee, as applicable, Settlement Class counsel, as administrator, shall timely pay such amounts out of the Escrow Account, whether or not Final Approval has occurred; provided, however, that Minebea will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, Minebea and any Releasee, and their respective counsel, shall have no liability or responsibility to make any tax filings related to the Settlement Fund or liability or responsibility to pay any taxes or tax expenses with respect thereto, and neither Minebea nor any Releasee nor their respective counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters;

Minebea, all other Releasees, and their respective counsel shall be indemnified and held harmless for such amounts by the Escrow Account.

(f) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 8, or if the Action is not certified as a class action for settlement purposes, or if the Agreement is rescinded or otherwise fails to become effective, then all amounts paid by Minebea into the Settlement Fund (other than costs expended or incurred in accordance with Paragraph 23(d)), shall be returned to Minebea from the Escrow Account along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or Settlement Class or the date on which it is rescinded or fails to become effective.

24. Exclusions.

(a) Within ten (10) days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel will cause copies of timely requests for exclusion from the Settlement Class to be provided to counsel for Minebea. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Minebea reserves all of its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Settlement Class Member is a direct purchaser of any allegedly price-fixed Small Bearings and/or has standing to bring any claim.

(b) The Agreement is subject to rescission based on valid and timely requests for exclusion in accordance with the terms set forth in a separate, confidential letter agreement between Minebea and the Settlement Class. The confidential side letter may be provided to the Court for in camera review upon its request.

(c) Within ten (10) business days after the actual receipt by Minebea of the requests for exclusion from Settlement Class Counsel, Minebea's counsel and Settlement Class Counsel shall confer for the purpose of determining whether the opt-outs trigger the

rescission terms agreed to between the parties. If Settlement Class Counsel and Minebea's counsel are unable to agree upon whether opt-outs trigger the rescission or reduction terms, the matter shall be referred to the Court for decision, and the Court's decision shall be final, binding and non-appealable.

25. Payment of Expenses.

(a) Minebea agrees to permit reasonable use of a portion of the Settlement Fund towards the costs of notice to the Settlement Class and the necessary costs of administration of the Settlement Fund as set forth in Paragraph 23(d). The notice and administration expenses are not recoverable if this Settlement does not become final or is rescinded or otherwise fails to become effective to the extent such funds have actually been expended or the expenses have been incurred for notice and administration costs. Other than as set forth in this Paragraph 25, and in Paragraphs 23(d) and 30, Minebea shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for class administration and costs.

(b) Within ten (10) days after entry of the Preliminary Approval Order or by such later date as the Court may set for other defendants to provide such information, Minebea will supply to Settlement Class Counsel, in an electronic mailing format, the names and addresses of putative Settlement Class Members to whom Minebea has sold Small Bearings during the Settlement Class Period to the extent they are identifiable through reasonable efforts.

E. The Settlement Fund.

26. Releasors shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all Released Claims against the Releasees, and shall have no other recovery against Minebea or any Releasee.

27. After this Agreement becomes final within the meaning of Paragraph 18, the Settlement Fund shall be distributed in accordance with a plan to be submitted to the Court at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraphs 23(d) and 25(a) of this Agreement.

28. Direct Purchaser Plaintiff and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses and costs, as provided by Court Order and the provisions of Paragraphs 23(d) and 25(a). Minebea and the other Releasees shall not be liable for any costs, fees, or expenses of any of Direct Purchaser Plaintiff or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court, or authorized by Paragraphs 23(d) and 25(a), shall be paid out of the Settlement Fund.

29. Settlement Class Counsel's Attorneys' Fees and Reimbursement of Expenses

(a) Subject to Court approval, Direct Purchaser Plaintiff and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees. An incentive award to the Direct Purchaser Plaintiff, if approved by the Court, will also be paid solely out of the Settlement Fund. Attorneys' fees and costs and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award

of costs and expenses is reduced or reversed, or in the event the Settlement does not become final or is rescinded or otherwise fails to become effective.

(b) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, and any incentive award for the class representative to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceeding relating to the fee and expense application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

(c) Neither Minebea nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel of any fee and expense award in the Action or any incentive award to the class representative.

(d) Neither Minebea nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Action or any incentive award to the class representative.

F. Cooperation.

30. In return for the release and discharge provided herein, Minebea agrees to pay the Settlement Amount and agrees to use its best efforts to provide satisfactory and timely Cooperation, at its expense unless otherwise specified, as set forth specifically in Paragraphs 31-37 below, until final judgment of all Small Bearings claims by Direct Purchaser Plaintiffs in the NSK Action or dismissal with prejudice of all Small Bearings claims by Direct

Purchaser Plaintiffs in the NSK Action (“Termination Orders”), whichever is earlier.¹ Cooperation will take place consistent with the timing set forth specifically in Paragraphs 31-37 below, and in a manner that is in compliance with Minebea’s obligations to the United States Department of Justice (“DOJ”). All Cooperation shall be conducted so as to avoid all unnecessary duplication and expense, shall otherwise be reasonable, and shall not impose undue burden and expense on Minebea.

31. Within fifteen (15) business days of the Execution Date, to the extent not already provided, counsel for Minebea shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Minebea who: (1) were interviewed and/or prosecuted by DOJ in connection with alleged price-fixing, bid rigging, customer allocation, market allocation, and/or other unlawful anticompetitive activity with respect to Small Bearings; (2) appeared before the grand jury in the DOJ’s investigation into alleged antitrust violations with respect to Small Bearings; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ’s investigation into alleged antitrust violations with respect to Small Bearings.

32. To the extent not already produced, within forty-five (45) days of the Execution Date, Minebea shall produce to Direct Purchaser Plaintiffs or as soon as possible thereafter to the extent such additional time is reasonably necessary:

- (a) Transactional data for sales of Small Bearings in the United States directly by Minebea where such data are kept in centralized electronic databases and concern Minebea’s Small Bearings business units’ sales of Small Bearings pursuant to requests for quotations (“RFQs”) or bids and sales not made pursuant to RFQs or bids

¹ Minebea’s Cooperation obligations shall continue until the time for appeal or to seek permission to appeal from the Court’s Termination Orders has expired or, if appealed, approval of the Termination Orders have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

(“Transactional Data”) from January 1, 2000 to December 31, 2012, including the following information if it exists in the Transactional Data: (1) the date for each bid, price submission or sale; (2) the price submitted in each bid or price submission; (3) bids and price submissions formulated but not submitted due to agreements or understandings with co-conspirators; (4) the final price of each sale; (5) the purchaser to whom each bid or price submission was submitted and each sale was made; (6) the model, model year(s) and brand of car for which each bid or price submission was submitted and each sale was made, as well as the country of sale of said cars; (7) the total dollar amount and volume of Small Bearings sold in each sale; (8) the location where each bid or price submission was submitted and each sale was made; (9) the Minebea entity that submitted each bid or price submission and made each sale; (10) the sale agreements and contracts for each sale; (11) value engineering and/or other price adjustment made to the Small Bearings sold in each sale; (12) any ancillary costs associated with each sale such as tooling costs; (13) the identity of any other bids submitted by competitors, including each winning bid; (14) the specifications for each bid or price submission; (15) adjustments made to each bid as it was being formulated; (16) Minebea’s profits, losses and margins on Small Bearings and other reasonably available financial information, *e.g.*, balance sheets and ledger data; (17) data showing Minebea’s costs to produce Small Bearings; (18) product description and identification information (including codes, identifiers, and/or part numbers); and (19) any other Transactional Data reasonably agreed to in writing between Minebea’s counsel and Settlement Class Counsel. It is understood that certain data described herein are not maintained by Minebea in the form of Transactional Data or do not exist. This agreement does not require Minebea to compile any data from any less centralized or comprehensive source including without limitation individual invoices,

purchase orders, personal computers, hard copy files, servers or manufacturing facilities. However, to the extent gaps in data exist, Settlement Class Counsel and Minebea shall use their best efforts to reach a reasonable, narrowly-tailored agreement concerning the production of alternative sources of information in Minebea's control, but it is understood by the parties that such agreement shall not require Minebea to undertake a broad search for or review of documents. Minebea shall also provide reasonable assistance to Settlement Class Counsel in understanding the Transactional Data produced, including, if appropriate, a reasonable number of communications by Minebea counsel or consultants with Direct Purchaser Plaintiffs' experts or technical personnel. Notwithstanding any other provision in this Agreement, Settlement Class Counsel agree that they shall maintain all data that Minebea will produce as "Highly Confidential," as said designation is described in the Protective Order in the NSK Action, subject to any challenge that any party may make pursuant to the Protective Order and any orders of the Court. In the event that a Motion for Class Certification, a Motion for Summary Judgment or a Response in Opposition to a Motion for Summary Judgment (and/or any Reports of Experts in support of the foregoing motions) are required to be filed in the NSK Action, or in the event the NSK Action is scheduled for trial, and Class Counsel determine in good faith that updated transactional data is reasonably necessary for the preparation of such Motions, Responses, Reports, or trial, then Class Counsel shall request in writing that the Transactional Data provided be updated through the Execution date, and Minebea shall provide such data within 30 days of such request.

(b) Documents that relate to or concern an actual or potential communication, meeting, or agreement between Minebea and one or more of its competitors, regarding Small Bearings.

(c) Documents concerning Minebea's determinations of its prices for Small Bearings that it sells, including pricing policies, formulas and guidelines, including Documents concerning the relationship between prices charged or submitted to different OEMs or to the same OEM for different products.

(d) Documents, if any, sufficient to show how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for Small Bearings, in RFQs, or any other procurement process, including documents stating the lowest bid or price employees were authorized to submit, how to determine the lowest allowable bid or price, and when and how to increase or decrease a proposed bid or price.

(e) With respect to Paragraphs 32(b)-(d) above, the parties acknowledge that responsive documents may not exist, and that Minebea will conduct a reasonable search for and produce responsive non-privileged documents to the extent they exist and are found in its files. Minebea does not agree to undertake new searches for documents responsive to Paragraphs 32(b)-(d), but will consider in good faith reasonable requests by Settlement Class Counsel for narrow, targeted follow-up. Minebea is not required to search within its document production for documents responsive to specific requests.

(f) To the extent not already produced, pre-existing business Documents, if any, produced to the DOJ in response to a formal request as of the Execution Date of this Agreement relevant in any way, directly or indirectly, to the claims alleged in the Complaint and relating to DOJ's investigation into alleged competition violations with respect to Small Bearings. No Document shall be withheld under a claim of privilege if produced to the DOJ, unless clawed back from the DOJ pursuant to Rule 502 of the Federal Rules of Evidence or otherwise.

33. Minebea shall use its best efforts to cooperate with Settlement Class Counsel as set forth in Paragraphs 33(a) - (e).

(a) Within twenty (20) business days of preliminary approval of this Agreement or as the Parties may otherwise agree, Minebea's counsel will make themselves available in the United States for up to two (2) meetings of one (1) business day each to provide an attorney's proffer to Settlement Class Counsel of facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics not covered by privilege or other protections available under any applicable statute or United States law. To the extent reasonably practicable, these meetings shall be scheduled to take into account similar cooperation requirements under any other settlement agreement executed between Minebea and other plaintiffs in actual or potential litigation related to Small Bearings. Thereafter, Minebea's counsel will make themselves available for reasonable follow-up conversations. It is understood that Minebea has no obligation to seek new or additional information or documents from any of its employees, officers or directors in connection with any of these follow-up conversations or otherwise; however, Minebea will in good faith consider requests for new or additional information or documents, and will produce such information or documents, if appropriate, in its discretion. Notwithstanding any other provision in this Agreement, Settlement Class Counsel shall maintain all statements made by Minebea's counsel as "Highly Confidential," and shall not use the information so received for any purpose other than the prosecution of the NSK Action. The parties and their counsel further agree that any statements made by Minebea's counsel in connection with and/or as part of this settlement, including the attorney's proffer(s) referred to in Paragraph 33(a), shall not be disclosed to any party, and shall be governed by Federal Rule of Evidence 408. Notwithstanding anything herein, Settlement Class Counsel may use information contained in such statements in the prosecution of the NSK Action, and rely on such information to certify that, to the best of Settlement Class Counsel's knowledge, information and belief, such

information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(b) Upon reasonable notice after preliminary approval of this Agreement, Minebea shall make its best efforts (not to include actual or threatened disciplinary action) to make available for interviews, depositions, and testimony at hearings or trial, via videoconference or at a mutually agreed-upon location or locations (except for testimony at hearings or trial), up to three (3) persons for interviews and depositions (as set forth in Paragraphs 33(b) and (c), and trial (as set forth in Paragraph 33(d)) who Settlement Class Counsel select, and which may consist of current directors, officers, and/or employees of Minebea whom Settlement Class Counsel reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Direct Purchaser Plaintiffs in the prosecution of the NSK Action. The interviews shall each be limited to a total of seven (7) hours over one day. To the extent that a person to be interviewed requests an interpreter, the interview shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day, unless otherwise agreed. Upon reasonable notice by Settlement Class Counsel, Minebea shall use its best efforts to make available by telephone the persons who have been interviewed as set forth in this Paragraph to answer follow-up questions for a period not to exceed two (2) hours. To the extent that a person to be interviewed is not reasonably available in the United States for an interview, the interview will be conducted at a mutually agreed upon location elsewhere. Minebea will in good faith consider requests for additional persons for interviews and depositions, and will produce such persons, if appropriate, in its discretion.

(c) Upon reasonable notice, Minebea shall, at Settlement Class Counsel's request, make its best efforts to make available to appear for deposition (i) up to three persons who Settlement Class Counsel select from among the persons who have been chosen for an

interview pursuant to Paragraph 33(b), and to provide (ii) up to three (3) declarations/affidavits from among the same persons who have been chosen for interviews and depositions pursuant to Paragraph 33(b) and Paragraph 33(c). If Minebea is unable to make those same persons available for deposition or declaration then Settlement Class Counsel may select a substitute deponent or declarant. To the extent that a person to be deposed is not reasonably available in the United States for a deposition, the deposition will be conducted at a mutually agreed upon location elsewhere. Each deposition shall be limited to a total of seven (7) hours over one day, unless otherwise agreed. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day. Written notice by Settlement Class Counsel to Minebea's counsel shall constitute sufficient service of notice for such depositions. If Settlement Class Counsel request declarations/affidavits, such affidavits and declarations will be provided in English or in Japanese with certified English translations.

(d) Upon reasonable notice, Minebea shall make its best efforts to provide, for trial testimony, if necessary, up to three persons from among the persons who were interviewed or deposed pursuant to Paragraphs 33(b) and 33(c) or otherwise deposed in the NSK Action, as referenced in Paragraph 33, which may consist of current directors, officers, and/or employees of Minebea whom Settlement Class Counsel, in consultation with counsel for Minebea, reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Direct Purchaser Plaintiffs as a trial witness in the NSK Action. Nothing in this provision shall prevent Minebea from objecting to the reasonableness of the number or identity of persons selected by Settlement Class Counsel. To the extent a person selected by Settlement Class Counsel cannot travel to provide trial testimony, Minebea shall use its best efforts to provide for deposition testimony.

(e) In addition to its Cooperation obligations set forth herein, Minebea agrees to produce through affidavit(s) or declaration(s) and/or at trial of the NSK Action, in Settlement Class Counsel's discretion, a representative or representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of Minebea's Documents and Transactional Data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third-parties in this Action. Settlement Class Counsel agree to use their best efforts to obtain stipulations that would avoid the need to call Minebea witnesses at trial for the purpose of obtaining such evidentiary foundations.

(f) Direct Purchaser Plaintiff and Settlement Class Counsel agree they will not use the information provided by Minebea or the other Releasees or their representatives under this Agreement for any purpose other than the prosecution of claims in the NSK Action, and will use it in the NSK Action consistent with the Protective Order in the NSK Action, and will not use it beyond what is reasonably necessary for the prosecution of claims in the NSK Action or as otherwise required by law. All Documents and other Cooperation Materials provided pursuant to this Agreement will be deemed "Highly Confidential" until entry of a Protective Order in the NSK Action, after which time they shall be governed by the terms of that Protective Order.

34. Minebea's obligations to provide Cooperation shall not be affected by the releases set forth in this Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Minebea's obligations to provide Cooperation under this Agreement shall continue in accordance with the provisions of Paragraph 30.

35. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 14-18 hereof, including final approval of the "Settlement Class" as defined in Paragraph 8, or in the event that it is terminated by either party under any

provision herein, the parties agree that neither Direct Purchaser Plaintiff nor Settlement Class Counsel shall be permitted to introduce into evidence against Minebea, at any hearing or trial, or in support of any motion, opposition or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Action, any Documents, any deposition testimony, or any other Cooperation Materials provided by Minebea and/or the other Releasees, their counsel, or any individual made available by Minebea pursuant to Cooperation obligations (as opposed to information obtained from other sources or pursuant to a court order other than a court order enforcing the Cooperation obligations). Notwithstanding anything contained herein, Direct Purchaser Plaintiff and the Settlement Class are not relinquishing any rights to pursue discovery against Minebea in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 14-18 hereof, including final approval of the "Settlement Class" as defined in Paragraph 8, or in the event that it is terminated by either party under any provision herein.

36. Minebea need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from Direct Purchaser Plaintiff or otherwise participate in the Action during the pendency of the Agreement, including responding to any document production and other discovery deadlines. This shall be without prejudice to such discovery or motions if this Agreement fails to receive final approval by the Court or in the event that it is terminated by either party under any provision herein. Other than to enforce the terms of this Agreement, neither Minebea nor Direct Purchaser Plaintiffs shall file motions against the other, in the Action, during the pendency of the Agreement.

37. If Settlement Class Counsel believes that Minebea has refused to use its best efforts to cooperate under the terms of this Agreement, Settlement Class Counsel shall meet and confer with Minebea. Upon reaching an impasse in any meet and confer, Settlement

Class Counsel may seek an Order from the Court compelling Minebea to use best efforts. Nothing in this provision shall limit in any way Minebea's ability to defend the level of cooperation it has provided or to defend its compliance with the terms of the Cooperation provisions in this Agreement.

G. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered

38. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify a settlement class in accordance with the specific Settlement Class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 18 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety then Minebea and Direct Purchaser Plaintiff shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. The provisions of Paragraphs 23(d) and 25(a) of this Agreement shall remain in effect in the event this Agreement is rescinded. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 50. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

39. In the event that this Agreement does not become final as set forth in Paragraph 18, or this Agreement otherwise is terminated pursuant to Paragraph 38, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Minebea less only disbursements made, or obligations incurred in accordance with Paragraphs 23(d) and 25(a) of this Agreement. Minebea and Direct Purchaser Plaintiff expressly reserve all their respective rights and defenses if this Agreement does not become

final.

40. Further, and in any event, Direct Purchaser Plaintiff and Minebea agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by Minebea, or the other Releasees, or of (ii) the truth of any of the claims or allegations contained in the Complaint or any other pleading and evidence thereof shall not be discoverable or used in any way against Minebea. Nothing in this Paragraph shall prevent Direct Purchaser Plaintiff from using Cooperation Materials produced pursuant to Paragraphs 30-37, as otherwise authorized in this Agreement.

41. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement in exchange for the payment of the Settlement Amount and Cooperation by Minebea.

H. Miscellaneous.

42. Minebea shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1715 within ten (10) calendar days after the filing of the Motion seeking preliminary approval.

43. Minebea, Direct Purchaser Plaintiff, and Settlement Class Counsel agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is fully executed by all parties.

44. This Agreement does not settle or compromise any claim by Direct Purchaser Plaintiff or any Settlement Class Member asserted in the Complaint or, if amended, any subsequent Complaint, against any Defendant or alleged co-conspirator other than Minebea and the other Releasees. All rights against such other Defendants or alleged co-conspirators

are specifically reserved by Direct Purchaser Plaintiff and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than Minebea and the other Releasees, including as alleged in the NSK Action, for sales made by Minebea and Minebea's alleged illegal conduct are specifically reserved by Direct Purchaser Plaintiff and Settlement Class Members.

Minebea's sales to the class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the NSK Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the NSK Action or other persons or entities other than Minebea and the other Releasees.

Minebea warrants that it has not entered any agreement that removes its share of sales of Small Bearings to customers as a basis for Direct Purchaser Plaintiff's claims for damages against Defendants other than Minebea and the other Releasees. Minebea shall not be responsible for any payment to Direct Purchaser Plaintiff and the Settlement Class other than the Settlement Amount, and the amounts specifically agreed to in Paragraphs 23(d) and 25(a) of this Agreement.

45. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Direct Purchaser Plaintiff and the Settlement Class, and Minebea, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Michigan without regard to its choice of law or conflict of laws principles. Minebea will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

46. This Agreement constitutes the entire, complete and integrated agreement among Direct Purchaser Plaintiff, the Settlement Class, and Minebea pertaining to the settlement of the Action against Minebea, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between Direct Purchaser Plaintiff and Minebea in connection herewith. This Agreement may not be modified or amended except in writing executed by Direct Purchaser Plaintiff and Minebea, and approved by the Court.

47. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Direct Purchaser Plaintiff, the Settlement Class Members, and Minebea. Without limiting the generality of the foregoing, upon final approval of this Agreement each and every covenant and agreement made herein by Direct Purchaser Plaintiff or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasees. The Releasees (other than Minebea entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

48. This Agreement may be executed in counterparts by Direct Purchaser Plaintiff and Minebea, and a facsimile or pdf signature shall be deemed an original signature for purposes of executing this Agreement.

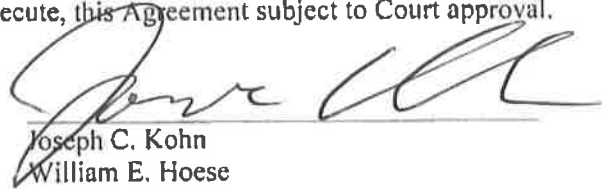
49. Neither Direct Purchaser Plaintiff nor Minebea shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

50. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail (provided that

the recipient acknowledges having received that email, with an automatic “read receipt” or similar notice constituting an acknowledgement of an email receipt for purposes of this Paragraph), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

Each of the undersigned attorneys represents that he or she is fully authorized to enter in to the terms and conditions of, and to execute, this Agreement subject to Court approval.

Dated: February 15th, 2017



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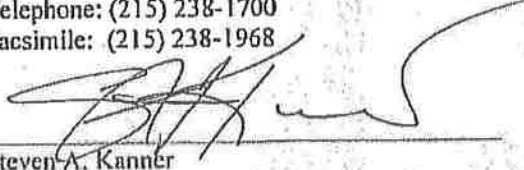
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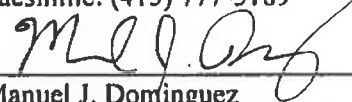


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*Attorneys for Defendants MINEBEA MITSUMI
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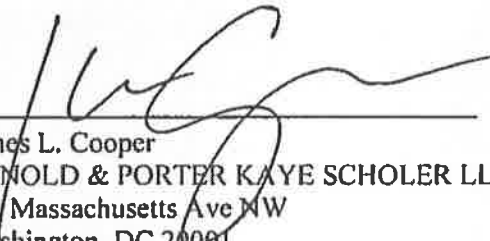
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