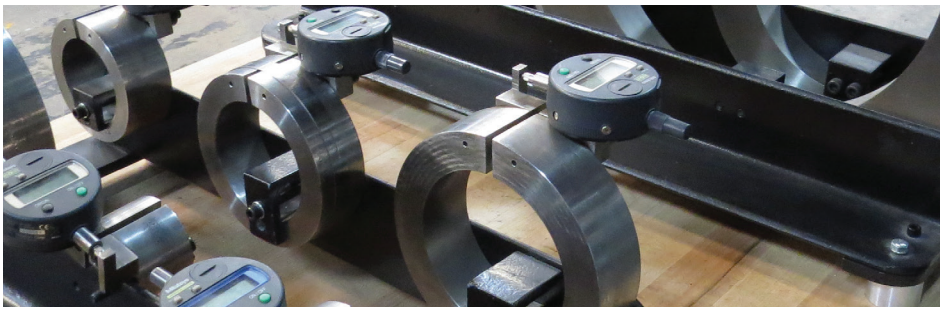
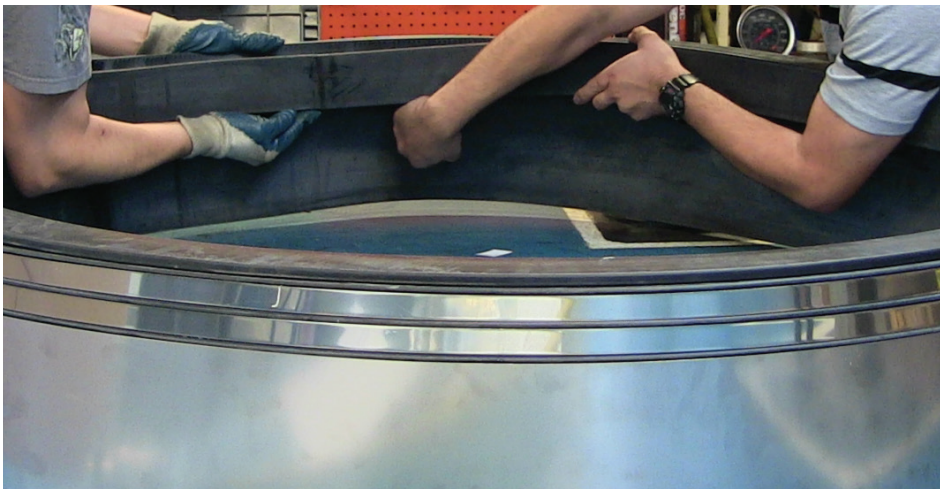
MISSION™
RUBBER COMPANY





MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Mission Rubber Company

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (the "Agreement") is made on this date _____ by and between _____ of _____ and Mission Rubber Company LLC of 1660 Leeson Lane, Corona, California 92879. The parties agree to the following terms under which each party may disclose to the other party certain information in connection with the evaluation of a proposed business relationship (the "Possible Transaction"):

1. "Confidential Information" means all confidential, proprietary, trade secret, or non-public information about a party or its business, in whatever format, whether oral, written, or electronic, whether marked confidential or not, including but not limited to:

a) All ideas and concepts relating to actual or potential products, customers or markets, customer contacts, customer preferences, marketing strategies, data or plans, product development ideas, product concepts, product plans, designs, ingredients, components, formulae and specifications; and

b) Information relating to methods, processes, know-how, blueprints, manufacturing steps and processes, compositions and computer software, pricing, proposals, employee information, business plans, costs, profits, compensation, sales and financial data.

Confidential Information does not include information that the receiving party can demonstrate **(a)** at the time of disclosure is generally available to or known by the public; **(b)** after disclosure becomes generally available or known to the public through no act, or failure to act, on the part of the receiving party; **(c)** was known to the receiving party prior to the disclosure by the disclosing party and free of any obligation of confidence; **(d)** is lawfully acquired by the receiving party through a third party under no obligation of confidence to the disclosing party; or **(e)** is independently developed by the receiving party without any use of the Confidential Information.

2. Each party agrees that it will:

a) Keep all Confidential Information in strictest confidence and will not use, exploit, copy, publish, disseminate, or discuss with third parties any such Confidential Information other than with employees or consultants who have a need to know the Confidential Information in connection with the evaluation of the Possible Transaction, and who are informed of the receiving party's obligations hereunder and agree to be bound by such obligations, it being agreed that the receiving party will be responsible for the compliance by the employees and consultants with such agreements;

b) Use the Confidential Information solely for the purpose of evaluating and/or conducting the Possible Transaction and for no other purpose whatsoever;

c) Not disclose Confidential Information, except in connection with a bona fide order of a judicial or governmental authority requiring disclosure, provided that such party subject to the order shall provide the other party with telephone and written notice as soon as reasonably possible of such requirement so that the other party may seek an appropriate protective order or other appropriate remedy and/or waive compliance by the party subject to the order with the provisions of this Agreement.

d) At the request of the other party either destroy (and provide proof thereof) or deliver to the other party (without retaining any copies thereof) any and all Confidential Information.

3. A breach of this Agreement will cause the other party irreparable injury and damage. In such event, the other party will be entitled to the remedies of injunction, specific performance and other equitable relief without having to post bond, in addition to other available remedies at law or in equity. In the event of litigation, the prevailing party will be entitled to recover its reasonable attorneys' fees and related costs.

4. The provisions of this Agreement are severable. If any provision of this Agreement is found to be illegal, void or unenforceable for any reason, such provision will be severed from this Agreement and the other provisions will remain in full force and effect. To the extent possible, the provision will be reformed to the extent necessary to make it enforceable.

5. Nothing in this Agreement will be construed to constitute the grant of any license to the other party. All Confidential Information will remain the sole property of the disclosing party.

6. The obligations in this Agreement shall continue in effect for three (3) years from the date of execution hereof, except as to any information specifically identified as "Trade Secret Information," in which case the obligations shall continue in effect for as long as such information remains a trade secret.

We hereby agree to the above terms, dated this 1 day of January , 20 16

_____

Inventor Signature

_____

Inventor Printed Name

_____

Chris Vansell
Vice President
MISSION RUBBER COMPANY LLC