



MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

[For use by Leggett & Platt, Incorporated, North American Automotive Unit]

THIS AGREEMENT, entered into effective this _____ day of _____, in the year _____ (the "Effective Date") by and between the parties named herein, to-wit:

[insert legal corporate name, location, and type of corporate registration]

(hereinafter referred to as "Contractor")

and

Leggett & Platt Automotive Group London, a Division of Leggett & Platt Canada Co., an indirect wholly owned subsidiary of Leggett & Platt, Incorporated, a Missouri Corporation, with offices at 459 Industrial Road, London, Ontario N5V 3E5, Canada; and **Schukra - Windsor**, a Division of Schukra of North America, Ltd., an indirect wholly owned subsidiary of Leggett & Platt, Incorporated, a Missouri Corporation, with offices at 360 Silvercreek Industrial Drive, R.R. #1 Tecumseh, Lakeshore, Ontario N8N 4Y3, Canada; and **Leggett & Platt Automotive Group De Mexico, S.A. De C.V.**, a Division of Cable Bergen de Mexico, S.A. de C.V., a wholly owned subsidiary of Leggett & Platt, Incorporated, a Missouri Corporation, with offices at 202 Union Road, White House, TN 37188; and **Flex-O-Lators - Carthage**, a Division of Leggett & Platt, Incorporated, a Missouri Corporation, with offices at 1460 Jackson Drive Carthage, MO 64836,

(hereinafter independently and collectively referred to as "L&P North American Automotive")

WITNESSETH:

WHEREAS, Contractor and L&P North American Automotive desire to disclose to each other confidential and proprietary information relating to comfort related products for seating and interior systems and manufacturing processes related thereto, (hereinafter referred to as "Confidential Information") to facilitate consideration of a proposed business relationship there between;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

- 1. Contractor and L&P North American Automotive shall each disclose to the other such of its Confidential Information that it deems necessary to accomplish the purpose set forth above. Any disclosure of the Confidential Information hereunder will be made or confirmed in written or printed form, or by samples, and a copy thereof simultaneously provided by the disclosing party to the receiving party. Any oral disclosure of Confidential Information shall be identified as confidential at the time of first oral disclosure, the information specifically reduced to writing by the disclosing party and a copy thereof



provided to the other party within thirty (30) days after first oral disclosure. After consideration of the proposed business relationship, the parties may retain a copy of such Confidential writings, prints and/or one such sample in its legal record files for use only to record the specific Confidential Information for which it is obligated under this Agreement.

2. Contractor and L&P North American Automotive agree that each party will hold in confidence all Confidential Information disclosed by the other party, will not disclose such Confidential Information to anyone except such of its, or its parent company's employees and consultants as may be necessary to consider the proposed business relationship and who will be bound by the terms hereof, and will not use such Confidential Information for any purpose other than as set forth above or approved in writing by the disclosing party, except for any such information that:

(a) is now, or becomes to be, in the public domain, through no breach of this Agreement by the receiving party; or

(b) the receiving party can establish by documentary evidence that it had such information prior to the time of disclosure under this Agreement by the disclosing party; or

(c) is disclosed to the receiving party by a third party owing no obligation of confidentiality to the disclosing party, as identified herein, with respect to the Confidential Information.

(d) does not constitute a protectible trade secret under applicable law.

3. This Agreement shall become effective on the Effective Date first above written and shall continue in full force and effect for a period of two (2) years thereafter, at which time this Agreement shall expire unless terminated earlier in writing by either party. Notwithstanding termination or expiration of this Agreement, all Confidential Information disclosed hereunder shall be protected in accordance with this Agreement for a period of five (5) years from the Effective Date of this Agreement.

4. The term of this Agreement may be extended upon written agreement of the parties.

5. Neither party hereto assumes any obligation for any other information disclosed or for any information disclosed other than as set forth herein.

6. Any and all previous letters, discussions or agreements, expressed or implied, between Contractor and any agent of L&P North American Automotive relating to confidentiality of the subject matter hereof are merged into and superseded by this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"CONTRACTOR"

"L&P NORTH AMERICAN AUTOMOTIVE"

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Principle Business Street Address

Principle Business Street Address

City/State/Zip

City/State/Zip