

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into by and between _____, including their respective subsidiaries and affiliates, each of which may hereinafter be referred to individually as "Party" or collectively as "Parties".

WHEREAS, the Parties desire to disclose to each other confidential and/or proprietary information to facilitate consideration of a proposed business relationship relating to comfort related products for seating and interior systems and manufacturing processes related thereto (the "Purpose"); and

WHEREAS, each Party ("Receiving Party") will receive Confidential Information of the other Party ("Disclosing Party") to determine whether a contemplated business relationship would prove mutually beneficial. Each Party is willing to provide Confidential Information to the other on the condition that Receiving Party maintains and preserves Disclosing Party's Confidential Information as provided hereunder,

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

1. **Confidential Information.** The term "Confidential Information" as used in this Agreement shall include, but not be limited to, trade secrets, technical information, ideas, specifications, formulas, drawings, know-how, computer programs, client or third party information, research and development, process information and methods of manufacture, distribution, marketing, strategy and sale, and general business operations, including customer lists, pricing data, financial statements, and business plans, whether in written, oral, electronic, website-based, or other form. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is now, or later comes to be, in the public domain through no breach of this Agreement by Receiving Party; or (b) Receiving Party can establish by documentary evidence that it had such information prior to the time of disclosure under this Agreement by Disclosing Party; or (c) is disclosed to Receiving Party on a non-confidential basis by a third party having no obligation of confidentiality to Disclosing Party, as identified herein, with respect to the Confidential Information; or (d) is independently developed by Receiving Party without use of Disclosing Party's Confidential Information, which can be established by documentary evidence.

2. **Receiving Party Obligations.** Receiving Party will hold in confidence all Confidential Information received from Disclosing Party, including Confidential Information received from Disclosing Party's employees, affiliates, agents, associates, contractors or consultants, and will not disclose such Confidential Information to anyone except such of its, or its parent company's, employees, affiliates, agents, associates, contractors or consultants as may be necessary for consideration of the proposed business relationship, who will be bound by the terms hereof, and will not use such Confidential Information

except to facilitate the Purpose as set forth above or as approved in writing by Disclosing Party. No Party hereto assumes any obligation for any other information disclosed other than as set forth herein.

3. **Amendment.** This Agreement may be modified only upon written agreement of the Parties.

4. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto as well as their respective parent companies and any of their respective successors, assigns, grantees or transferees.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and together of which shall constitute one and the same document. A facsimile or electronic signature shall be deemed valid.

6. **Disclosure Required by Law.** A Receiving Party may disclose Confidential Information of Disclosing Party to the extent required by a government body, regulatory authority, court of law or administrative order to disclose such Confidential Information, provided that prior to any disclosure, the Receiving Party agrees to promptly notify Disclosing Party in writing and to cooperate with the efforts of Disclosing Party to contest the disclosure or to seek an appropriate protective order or other remedy to prevent the disclosure of Disclosing Party's Confidential Information.

7. **Entire Agreement.** This Agreement contains the entire understanding between the Parties relating to the subject matter hereof. Any and all previous letters, discussions or agreements, expressed or implied, between the Parties relating to confidentiality of the subject matter hereof are merged into and superseded by this Agreement.

8. **Export Laws.** The Parties agree to fully comply with all relevant export control laws and regulations.

9. **Governing Law.** This Agreement shall be governed by the laws of Missouri, United States of America, without regard to conflict of laws principles.

10. **Injunctive Relief.** The Parties agree that, in the event either Party violates any of the terms or conditions of this Agreement, the non-violating Party shall be entitled to seek injunctive relief from further violation of any of the provisions hereof, and an order to that effect may be made pending litigation, as well as upon final determination thereof, and application for such injunction shall be without prejudice to any other right or action which may accrue to the non-violating Party by reason of this Agreement, including the right to receive damages flowing from such breach. Such a remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

11. **Invalidity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof.

12. **No Assignment.** This Agreement may not be assigned by either Party without the prior written consent

of the other Party, except to an affiliate or a purchaser of all or substantially all of the stock or assets of either one of the Parties. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.

13. No Publication. Neither Party will issue any press release or other public announcement relating to any activities involving the other Party without the prior written consent of the other Party, except where such announcements are required by law or regulation, such consent not to be unreasonably withheld. The Parties will use all reasonable efforts to consult with the other Party and cooperate with respect to wording of any such announcement.

14. No Relationship. This Agreement does not create a relationship of agency, partnership, joint venture or license between the Parties.

15. No Waiver. Waiver of any provision of breach hereof in any instance shall not be deemed a waiver of any other or future breach of the same provision, or any other provision, or to the entire Agreement.

16. No Warranty. Each Party acknowledges and agrees that all information, including Confidential Information, transmitted to the other Party is provided "AS IS" and without warranty, express, implied or otherwise, regarding its use, results, accuracy or performance.

17. Notices. All notices relating to this Agreement shall be in writing and shall be deemed effective when given by facsimile, electronic media, certified mail with return receipt requested, or courier delivery to the addresses provided herein, or to any other addresses of which either Party shall notify the other Party in writing. Any notice provided for in this Agreement shall be deemed effective on the date of actual receipt by the other Party.

18. Ownership. Each Party shall retain ownership of all rights, including all intellectual property rights, in its Confidential Information. No other right, immunity or license to the Confidential Information, either expressed or implied, is granted by either Party to the other pursuant to this Agreement under any patent, patent application, copyright, trademark or other intellectual property right, now or hereafter owned or controlled by either Party.

19. Return of Confidential Information. Receiving Party shall return all Confidential Information to Disclosing Party promptly upon receipt of written request; except, however, after consideration of the proposed business relationship, Receiving Party may retain one copy of such Confidential writings, prints and/or one such sample in its legal record for use specifically to record the Confidential Information for which it is obligated hereunder.

20. Standard of Care. Receiving Party shall use the same degree of care that it uses for its own Confidential Information of a similar nature, but not less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

21. Term and Termination. The term of this Agreement shall be for a period of two (2) years beginning on the effective date, unless earlier terminated by either Party upon 30 days prior written notice or extended in writing by agreement of both Parties. All Confidential Information disclosed hereunder shall be protected in accordance with this Agreement for a period five (5) years after the effective date.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of the last signatory below.

Company

Principal Business Address

Signature

Printed Name and Title

Date

Company

Principal Business Address

Signature

Printed Name and Title

Date