



VIP RUBBER COMPANY, INC.
RUBBER AND PLASTIC PRODUCTS

540 S. CYPRESS STREET LA HABRA, CA 90631
(562) 905-3456 FAX (562) 905-3460

www.viprubber.com

Confidentiality and Trade Secret Agreement

This agreement is made as of the _____ day of _____ 2014 between Vip Rubber Company, Incorporated, a California corporation and _____, a (corporation, partnership, other), a business whose address is _____. Vip Rubber Company is in the business of manufacturing custom rubber and plastic parts.

In order to pursue their mutual business purpose, Vip Rubber Company, Inc. and _____ recognize that there is a need to disclose to one another certain respective confidential information and a need to protect each other's confidential information from unauthorized use and disclosure. In consideration of the other party's disclosure of such confidential information, the mutual agreement set forth herein, and the value of any future business activity between the parties, each party agrees as follows:

1. **CONFIDENTIAL INFORMATION** – As used in this Agreement, “Confidential Information” means any information, disclosed by one party to the other.
2. **EXCLUSIONS** – Confidential Information does not, however, include information that the receiving party can demonstrate:
 - A. Is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;
 - B. Was known by the receiving party before receiving such information from the disclosing party;
 - C. Is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or
 - D. Is independently developed by the receiving party without use or reference to the Information.
3. **OBLIGATIONS** – Each party agrees:
 - A. To hold the other party's Confidential Information in strict confidence.
 - B. Not to disclose such Confidential Information to any third party unless the party obtains from the third party an enforceable agreement to hold all Confidential Information in strict confidence, to use all precautions to maintain the Information in confidence and not to use the Information for any purpose other than the mutual business purpose of Vip Rubber Company, Inc. and _____
 - C. To use all reasonable precautions, consistent with such party's treatment of its own Confidential Information of a similar nature, to prevent the unauthorized disclosure of the other party's Confidential Information;
 - D. Not to use any Confidential Information for any purpose other than the mutual business purpose.
4. **PERMITTED DISCLOSURES** – Each party may disclose the other party's have a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the mutual business purpose and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.



QUALITY SYSTEM
REGISTERED TO
ISO 9001:2008

5. **REQUIRED DISCLOSURES** – Each party may disclose the other party’s Confidential Information if an to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objections to the disclosure.
6. **COPIES AND ABSTRACTS** – To the extent necessary to carry out the mutual business purpose, the receiving party may make copies or abstracts of the disclosing party’s Confidential Information provided that all such copies and abstracts are themselves marked as confidential and provided that the receiving party maintains a written record of the distribution of all such copies and abstracts.
7. **RETURN OF CONFIDENTIAL INFORMATION** – Upon the disclosing party’s request, the receiving party will promptly return to the disclosing party all copies of the Confidential Information, will destroy all notes, abstracts, and other documents that contain Confidential, and will provide to the disclosing party a written certification of the receiving party that it has done so.
8. **INJUNCTIVE RELIEF** – Each party acknowledges that the unauthorized use or disclosure of the other party’s Confidential Information would cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
9. **TERM OF AGREEMENT** – This Agreement applies to all Confidential Information that is disclosed by one party to the other party during the period that begins on the date set forth above and ends five years from the date the agreement is entered into. The obligations of this Agreement will remain in effect for so long as the information divulged by either party remains unavailable to the public.
10. **APPLICABLE LAW** – This Agreement will be construed, interpreted, and applied in accordance with the laws of the state of California. This Agreement sets forth the complete and exclusive agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings, and communications, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights that the other party may have under trade secret, copyright, patent, or other laws that may apply to the subject matter of this Agreement both during and after the terms of this Agreement.

Vip Rubber Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____