



MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (the "Agreement") is made as of _____ by and between _____, a _____ ("COUNTERPARTY A"), and **INTERNATIONAL RUBBER PRODUCTS, INC.**, a Nevada corporation ("IRPI") and its divisions **Mikron Rubber Products Corp., DBA MikronPMP Aerospace, Viking Rubber Products Inc., DBA IRP Medical, and Wagner Rubber Products, Inc., DBA Abba Roller**. The undersigned parties each request that they be given access to certain Confidential Information that constitutes the proprietary property of the other party, solely for the limited purpose of evaluating same, and in order to induce each party to disclose such Confidential Information, both parties agree that they will be bound by the following terms and conditions:

1. Purpose. The parties wish to explore a possible business opportunity of mutual interest (the "Relationship") in connection with which the parties may disclose Confidential Information (as defined below) to each other. This Agreement is intended to allow the parties to discuss and evaluate the Relationship while protecting each party's Confidential Information against unauthorized use or disclosure.

2. Definition of Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formula and materials, product packaging in design phase, business plans, agreements with third parties, services, customers, marketing or finances related to the business and/or proposal of the disclosing party (the "Discloser") that is disclosed to a receiving party (the "Recipient") (either COUNTERPARTY A or IRPI may be either the Discloser or the Recipient hereunder), which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

3. Nondisclosure of Confidential Information; Proprietary Nature of Confidential Information.

(a) Recipient agrees not to use any Confidential Information disclosed to it by the Discloser for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Recipient shall not disclose any Confidential Information (as defined above) to third parties or to employees of Recipient, other than directors, officers, employees, consultants and agents of Recipient who are required to have the information in order to carry out the discussions regarding the Relationship (and all such persons shall be expressly notified that (i) the information and materials they, as agents of the Recipient, are receiving constitutes Confidential Information, and (ii) they are legally obligated to maintain the confidences of all such Confidential Information).

(b) Exceptions. Notwithstanding the above, Recipient shall not have liability to the Discloser with regard to any Confidential Information which Recipient can prove:

- (i) was in the public domain at the time it was disclosed by the Discloser or has entered the public domain through no fault of Recipient;
- (ii) was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- (iii) is disclosed with the prior written approval of the Discloser;
- (iv) becomes known to Recipient, without restriction, from a source other than the Discloser without breach of this Agreement by Recipient and otherwise not in violation of the Discloser's rights; or
- (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

(c) Notwithstanding anything in this Agreement to the contrary, COUNTERPARTY A and IRPI each hereby expressly acknowledge and agree that any Confidential Information revealed and disclosed by the Discloser to the Recipient remains the sole proprietary property of the Discloser and the Recipient has no ownership, license and/or any other rights in and to such Confidential Information except as expressly authorized by the Recipient in a separate writing. In furtherance thereof, COUNTERPARTY A and IRPI further expressly acknowledge and agree that Discloser retains all rights to use such Confidential Information in any manner it, in its sole discretion, determines appropriate to advance its business purposes and interests.

4. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties for a period of eighteen (18) months



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- 5. Remedies. The parties agree that, in the event of a threatened or actual breach of this Agreement by the other party, (a) monetary damages alone will be an inadequate remedy, (b) such breach will cause the non-breaching party great, immediate, and irreparable injury and damage, and (c) the non-breaching party shall be entitled to seek, from any court of competent jurisdiction, immediate injunctive and other equitable relief in addition to, and not in lieu of, any other rights or remedies that the non-breaching party may have under applicable laws.
6. No Partnership. Nothing contained in this Agreement shall be construed to constitute the Discloser and Recipient as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
7. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.
8. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of the parties. Any amendment or waiver affected in accordance with this Section shall be binding upon the parties.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
10. Entire Agreement. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

IN WITNESS WHEREOF, the undersigned parties have executed this Mutual Nondisclosure Agreement as of the date first above written.

COUNTERPARTY A:

Signature: _____
Print Full Name: _____
Title: _____
Address: _____

IRPI:

INTERNATIONAL RUBBER PRODUCTS, INC.
and its divisions Mikron Rubber Products Corp.,
DBA MikronPMP Aerospace, Viking Rubber Products Inc.
DBA IRP Medical, and Wagner Rubber Products, Inc.
DBA Abba Roller

Signature: _____
Print Full Name: _____
Title: _____
Address: _____