

**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

BETWEEN

**ACCURIDE CORPORATION**

**(on behalf of Accuride Corporation and its subsidiaries, collectively "Accuride")**

7140 Office Circle  
Evansville, IN 47715

AND

**(on behalf of itself and its affiliates, collectively "\_\_\_\_\_")**

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(city, state, Zip)

**Effective Date of Agreement:** \_\_\_\_\_, 201\_

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THIS **MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this "Agreement") is made and entered into as of the Effective Date of Agreement set forth above by and between the above parties.

WITNESSETH:

**WHEREAS**, the parties hereto desire to have discussions related to \_\_\_\_\_, and may enter into one or more business transactions related thereto (the "Subject Matter");

**WHEREAS**, it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by one party, which may include a subsidiary of Accuride Corporation, ("Disclosing Party") to the other party, which may include a subsidiary of Accuride Corporation ("Recipient") of Confidential Information (as hereinafter defined);

**WHEREAS**, both parties recognize the value of the Confidential Information and that it is in their mutual best interests to maintain the confidential, proprietary and secret nature of the Confidential Information.

**NOW, THEREFORE**, for and in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **CONFIDENTIAL INFORMATION.** Confidential Information shall mean any confidential or proprietary information provided by or on behalf of a Disclosing Party to the Recipient relating in any way to the Subject Matter, whether disclosed before or after the date hereof, including, but not limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to Disclosing Party's, and/or Disclosing Party's subsidiaries', if any and as the case may be, business, assets, operations or contracts, furnished to and or exchanged with Recipient and/or Recipient's affiliates, parents, subsidiaries, employees, officers, owners, agents, consultants or representatives, whether or not such information constitutes a trade secret under applicable law. Confidential Information also includes any and all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the Recipient, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information. Recipient acknowledges that

no representation or warranty, express or implied, has been or is made by or on behalf of Disclosing Party as to the accuracy or completeness of any of the Confidential Information furnished to the Recipient.

2. **FORM OF DISCLOSURE.** Confidential Information may be written, electronic, oral, visual, or by demonstration, or in some other form not permanently recorded and shall be considered Confidential Information regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.
3. **PERIOD OF CONFIDENTIALITY AND NON-USE.** Recipient (including its affiliates, employees, agents and consultants) shall maintain in strict confidence for a period of five (5) years from the date of disclosure and not disclose any Confidential Information it receives from Disclosing Party to any third party or use the Confidential Information for its own or any other party's benefit, except in furtherance of its obligations to Disclosing Party pursuant to any business transaction it may enter into with Disclosing Party. Notwithstanding the preceding sentence, Recipient's non-disclosure obligations and restrictions on use with respect to Confidential Information that constitutes a trade secret shall continue in effect as long as the Confidential Information remains a trade secret under applicable law or five (5) years, whichever is longer. Recipient shall use, as a minimum, the same degree of care to avoid disclosure or use of the Confidential Information as it employs with respect to its own confidential, proprietary and secret information of like importance, but in any case using no less than a reasonable degree of care. The parties agree that access to all Confidential Information will be limited to only those of their personnel, agents and representatives who need to know such information for carrying out the obligations of Recipient to Disclosing Party pursuant to any business transaction entered into with Disclosing Party, and the Confidential Information will be used only for carrying out the obligations of Recipient to Disclosing Party pursuant to any business transaction entered into with Disclosing Party. Recipient shall ensure that its affiliates, parents, subsidiaries, employees, officers, directors, owners, agents, consultants, and representatives who are given access to the Confidential Information by or on behalf of Recipient shall be bound by and shall comply with the terms of this Agreement. The obligations imposed by this Agreement are supplementary to, and do not supersede, any obligations imposed by law, including, without limitation, the Uniform Trade Secrets Act. The term "affiliates" as used in this Agreement shall mean any persons, corporations, partnerships, limited liability companies, or other business entities which directly or indirectly control, are controlled by, or are in common control with such party to this Agreement. As used herein, the term "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).
4. **EXCLUSIONS.** Information shall not be deemed Confidential Information and Recipient shall have no obligation of confidentiality or restriction against use with respect to any information which:
  - 4.1. was known by Recipient prior to Disclosing Party's disclosure of such information to Recipient, either from a third party or from work from its own employees and staff, through no wrongful act of Recipient; or
  - 4.2. is or becomes publicly known through no wrongful act of Recipient and/or through no breach of any obligation to Disclosing Party; or
  - 4.3. is rightfully received from a third party who is not subject to restrictions on the use and disclosure of such information in favor of Disclosing Party;
  - 4.4. is approved for release by written authorization from Disclosing Party;
  - 4.5. is independently developed by either party, or an affiliate of such party, without use of or reference to the Disclosing Party's Confidential Information, provided such independent development is documented.
5. **DISCLOSURES REQUIRED BY LAW.** In the event Recipient is requested or required by a law, rule, regulation, government or court order, legal or similar process, to disclose any Confidential Information supplied to it by Disclosing Party, Recipient shall provide Disclosing Party with prompt notice of such request so that Disclosing Party may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver of compliance, Recipient is nonetheless, in the opinion of its counsel, compelled to disclose Confidential Information received from Disclosing Party to any government agency, court or similar

tribunal, or else be liable for contempt or suffer other censure or penalty, Recipient may disclose such Confidential Information to such tribunal without liability under this Agreement.

6. **INDEMNIFICATION.** Recipient shall reimburse, indemnify and hold harmless Disclosing Party and its affiliates, owners, employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Disclosing Party as a result of or in connection with the use or disclosure of the Confidential Information contrary to the terms of this Agreement by Recipient or its affiliates, employees, directors, officers, owners, consultants, agents or representatives or any others to whom such Confidential Information has been disclosed by any such persons or entities.
7. **NO PUBLIC COMMENT.** Neither party shall directly or indirectly, make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any Confidential Information or of any matter relating to the Subject Matter or Purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of the other party.
8. **NOTICE OF UNAUTHORIZED USE OR DISCLOSURE.** Recipient shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient or any third party acting on Recipient's behalf and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
9. **OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION.** All Confidential Information disclosed to Recipient and all tangible property embodying the same shall be and remain the property of Disclosing Party. Upon Disclosing Party's written request, Recipient shall promptly return, or with approval of Disclosing Party upon Recipient's request, destroy all Confidential Information (including all originals, copies, reproductions and summaries of such Confidential Information), and certify its return or destruction, as applicable, in writing, and keep the same confidential and secret in accordance with this Agreement.
10. **NO LICENSE.** Nothing contained in this Agreement shall be construed as granting or conferring to Recipient any rights or license or otherwise, either expressly or by implication, in or to any Confidential Information disclosed by Disclosing Party to Recipient as a result of this Agreement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by Disclosing Party.
11. **SURVIVAL.** Recipient's obligations of non-disclosure and restrictions on use pursuant to the terms of this Agreement shall survive termination of this Agreement as set forth in paragraph 3 above.
12. **RELATIONSHIP.** This Agreement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement. Each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.
13. **NO WAIVER.** Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Agreement. In addition, this Agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade or related laws. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
14. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.
15. **INJUNCTIVE RELIEF.** The parties understand and agree that any use or dissemination of Confidential Information in violation of this Agreement will cause the other party irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information, and that Disclosing Party may be left with no adequate remedy at law; therefore, Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the

exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity to Disclosing Party.

16. **PREVAILING PARTY.** In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses incurred in connection with such litigation or arbitration, including any appeal therefrom.
17. **CHOICE OF LAW/VENUE/JURY WAIVER.** This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, without regard to principles of conflict or choice of laws. Both parties agree that the exclusive venue and jurisdiction for any arbitration or litigation proceeding relating to or arising out of this Agreement shall be in and by the state and federal courts sitting in Vanderburgh County, Indiana. EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR THE SUBJECT MATTER, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY.
18. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the other party, except that either party shall have the right to assign or transfer to a successor or purchaser of the business to which the Subject Matter and Purpose of this Agreement relate.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supercedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.
20. **SEVERABILITY.** If a court of competent jurisdiction makes a final determination that any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted: (i) the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.
21. **HEADINGS.** The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.
22. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first written above.

\_\_\_\_\_ [NAME]

**ACCURIDE CORPORATION**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_