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# NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT



TOOLINGTECH GROUP

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This Non-Disclosure and Confidentiality Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Tooling Technology and \_\_\_\_\_ (Representative) on behalf of \_\_\_\_\_ (Company), and representatives of any and all of the parent organization, subsidiaries, affiliates, heirs, successors and assigns, thereof, collectively known as “Recipient” to prevent the unauthorized disclosure of Confidential Information (as defined below) owned by Tooling Technology which may be disclosed to Recipient. Tooling Technology and Recipient are collectively referred to as the “Parties.”

The Parties agree as follows:

## 1. Confidential Information

All of Tooling Technology’s written or oral confidential and valuable proprietary information (“Confidential Information”) made available by Tooling Technology to Recipient, which has or could have commercial value or other utility is recognized and acknowledged by the Parties to possess competitive value. Confidential Information includes, but is not limited to, Tooling Technology’s Segen Quick Change devices, thermoforming tooling, accessories, components and methods of manufacture.

## 2. Use of Confidential Information

Recipient agrees that the Confidential Information shall be used solely in connection with the purposes of pursuing or establishing a business relationship or negotiating a contract between the Parties.

## 3. Non-Disclosure

Recipient will use a reasonable degree of care to hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Tooling Technology. Recipient will treat Confidential Information at least with the same degree of care and safeguards that it takes with its own Confidential Information. Without Tooling Technology’s prior written consent, Recipient will not:

- (a) Disclose Confidential Information to any third party;
- (b) Furnish, distribute, make or permit to be made copies or other reproductions of Confidential Information;
- (c) Duplicate any of the Tooling Technology or Segen components;
- (d) Make any commercial use of Confidential Information; or,
- (e) Manufacture with, sell or use the Confidential Information.

Recipient will carefully restrict access to Confidential Information to those of its officers, directors and employees who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Recipient’s behalf in the analysis and negotiation of a business relationship or any contract or agreement with Tooling Technology.

Recipient will advise each officer, director or employee to whom it provides access to any Confidential Information that they are prohibited

From manufacturing, selling, using or disclosing it to others without Tooling Technology’s prior written consent.

## 5. Return of Materials

At Tooling Technology’s request, Recipient shall within thirty (30) days return all original materials provided by Tooling Technology and any copies, notes or other documents in Recipient’s possession pertaining to Confidential Information.

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## 6. Time Period

This Agreement and Recipient's duty to hold Confidential Information in confidence shall survive the termination of any relationship between the Parties. It shall remain in effect until Tooling Technology sends Recipient written notice releasing Recipient from this Agreement.

## 7. No Rights Granted

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Recipient. Nothing contained in this Agreement shall be deemed to constitute the Recipient as a partner, joint venture or employee of Tooling Technology for any purpose.

## 8. Miscellaneous

- (a) Indemnity: Recipient agrees that upon its breach of this Agreement, Recipient will indemnify Tooling Technology against any and all losses, damages, claims or expenses incurred or suffered by Tooling Technology as a result of the breach.
- (b) Equitable Relief: Any misappropriation of Confidential Information in violation of this Agreement may cause Tooling Technology irreparable harm, the amount of which may be difficult to ascertain, and therefore Recipient agrees that Tooling Technology shall be entitled to equitable relief to enjoin any such further misappropriation and for such other relief Tooling Technology deems appropriate. This right of Tooling Technology is to be in addition to the remedies otherwise available to Tooling Technology.
- (c) Integration: This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representatives and understandings. This Agreement may not be amended except in a writing signed by both Parties.
- (d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (e) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Agreement.
- (f) Successors & Assigns: This Agreement shall bind each Party's parent organizations, subsidiaries, and affiliates thereof, heirs, successors and assigns. Recipient may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Tooling Technology. Such consent shall not be unreasonably withheld. Any assignments or transfer in violation of this section shall be void.
- (g) Attorney Fees and Expenses: Tooling Technology, when prevailing in a dispute arising out of or related to this Agreement, shall have the right to collect from the Recipient their reasonable attorney fees, costs and necessary expenditures.
- (h) Notice: If Recipient believes that it may become legally obligated to disclose Confidential Information to a third party not governed by this Agreement, Recipient will provide prompt written notice to Tooling Technology so that they may intervene to attempt to prevent such disclosure.
- (i) Authorized Representative: Recipient has signed this Agreement through its authorized representative who, by the act of signing this Agreement, warrants that he/she is legally authorized to bind the Recipient.
- (j) This Addendum may be executed in one or more counterparts with the same effect as if the parties executing several counterparts had executed one counterpart, and all such executed counterparts shall together constitute one in the same document. The parties may elect to attach photocopies of the various signature pages to any documents signed in counterparts.

**9.** This Agreement shall be construed in accordance with and governed by the laws of the state of Ohio. Furthermore, in the event that any action is instituted in connection with the provisions contained in this Agreement the parties agree that the venue for any legal remedies in equity or law shall be in the county in which Tooling Technology's headquarters exists at the time of any breach or other dispute involving legal action.

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**10. Notices**

All required notices, pursuant to the terms of this Agreement, shall be provided by first class mail as follows:

Gary Poeppelman, Pres.  
Tooling Tech Group  
100 Enterprise Drive  
Loramie, Ohio 45845  
Phone: 937-295-3672  
Fax: 937-295-3677

Recipient Contact Address / Phone:

Phone: ( )

Fax: ( )

**11. Execution**

By signing this document, the Parties hereby agree to the provisions set forth therein.

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

\_\_\_\_\_  
Gary Poeppelman - President

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

\_\_\_\_\_  
Recipient –

