



Confidential Disclosure Agreement

AIDA-America Corporation (“AIDA”), a Delaware corporation, with offices located at 7660 Center Point 70 Boulevard, Dayton, Ohio 45424, and _____ (“Contractor”), a _____ (state of incorporation) corporation with offices at _____, hereby agree that as follows:

1. To further the business relationship between AIDA and Contractor, it is necessary and desirable that AIDA disclose to Contractor confidential information (hereinafter referred to as “AIDA Information”), including, but not limited to any or all of the following: current, future, or proposed products of AIDA; drawings, designs, processes, programs and specifications; business forecasts and procurement requirements and marketing plans and projections and technology of AIDA.

Confidential Information. Any information that will be disclosed shall be considered confidential only if it is: (a) disclosed in writing and is clearly marked as “Confidential” or “Proprietary” or another suitable legend of similar meaning; or (b) disclosed orally or visually or otherwise not in accordance with (a) above and is stated at the time of disclosure as confidential and reduced to a writing marked as indicated in (a) above and delivered to the receiving party within thirty (30) days after the initial disclosure. The information shall be treated as Confidential Information during such thirty (30) day period. With respect to any devices delivered pursuant to this agreement, any technical information such as, but not limited to, circuit layout, design or software embedded in any such device shall be deemed Confidential Information notwithstanding the absence of any proprietary marking on such device.

If Contractor becomes legally obligated to disclose any AIDA Information pursuant to a court or governmental order or subpoena, regulation, rule or other legal process, Contractor shall promptly notify AIDA sufficiently in advance of disclosure of AIDA Information to allow AIDA to seek protective order or other appropriate remedy prior to disclosure. Contractor shall give AIDA assistance reasonably requested by AIDA in seeking any protective order or other relief as appropriate. Contractor shall only disclose that portion of the AIDA Information that is legally required to be disclosed and shall exercise reasonable effort to obtain reliable assurances that any AIDA Information so disclosed will be treated as confidential information.

2. Unless approved by AIDA, Contractor shall not communicate AIDA Information to any third party and shall use its best efforts to prevent inadvertent disclosure of AIDA Information to any third party. AIDA consents to disclosing, only as needed, to third party subcontractors used by Contractor who shall provide an executed Exhibit “A”.
3. Contractor shall neither use AIDA Information nor circulate it within its own organization except to the extent necessary for



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- a. negotiations, discussions and consultations with authorized representatives of AIDA;
 - b. supplying AIDA with goods or services at its order;
 - c. preparing bids, estimates and proposals for submission to AIDA; and
 - d. any purpose AIDA may hereafter authorize in writing.
4. The obligations of Paragraphs 2 and 3 hereof shall terminate with respect to any particular portion of the AIDA Information, but only with respect to such affected portion (i) when Contractor can document that
- a. it was in the public domain at the time of AIDA's communication thereof to Contractor;
 - b. it entered the public domain through no fault of Contractor (and through no fault of a party who received the AIDA Information from Contractor) subsequent to the time of AIDA's communication thereof to Contractor,
 - c. it was in Contractor's possession free of any obligation of confidence at the time of AIDA's communication thereof to Contractor,
 - d. it was rightfully communicated to Contractor by a third party free of any obligation of confidence subsequent to the time of AIDA's communication thereof to Contractor; or
 - e. it was developed by employees or agents of Contractor independently of, and without reference to, any AIDA Information or other information that AIDA has disclosed in confidence to any third party; or (ii) when it is communicated by AIDA to a third party free of any obligation of confidence.
5. All materials including, without limitation, documents, drawings, models, apparatus, sketches, designs, and lists furnished to Contractor by AIDA shall remain the property of AIDA and shall be returned to AIDA promptly at its request together with all copies, excerpts, abstracts or summaries which are then or thereafter in Contractor's possession, custody or ability to obtain. All electronic confidential information and graphic, machine-readable or any other intangible AIDA Information including, but not limited to, electronic files (i.e., DXF, DWG, PDF, Word, Excel, etc.) must be immediately deleted or destroyed after the required work for Aida-America Corporation has been completed and Contractor shall certify in writing the deletion or destruction of all such AIDA Information.
6. Communications from Contractor to authorized personnel of AIDA shall not be in violation of the proprietary rights of any third party.



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7. This Agreement shall govern all communications between AIDA and Contractor that are made during the period from _____ to the date on which either party receives from the other written notice that subsequent communications shall not be so governed.
8. Contractor shall not export, directly or indirectly, any technical data acquired from AIDA under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.
9. All information and data furnished or disclosed by AIDA to, or used by, Contractor under or in accordance with this Agreement shall be treated as strictly confidential by Contractor and Contractor shall not use any such information or data, except for the purposes expressly authorized by AIDA, and shall take all reasonable precautions to prevent any disclosure thereof to third parties, including, but not limited to information or data, only to those of its employees or independent contractors on a strict “need-to-know” basis.
10. Any independent contractor or subcontractor utilized by Contractor and to whom any AIDA Information is to be furnished shall first provide to Contractor an executed Acknowledgment Agreement (Exhibit A) agreeing not to improperly disclose AIDA’s confidential information.

 (“Contractor”)

AIDA-America Corporation
 (“AIDA”)

By: _____
(Signature of **Legal Agent** for Company)

By: _____
(Signature of **Legal Agent** for Company)

Printed Name of Legal Agent for Company

Printed Name of Legal Agent for Company

Title

Title

Date: _____

Date: _____



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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned as an employee, independent contractor, or subcontractor, or in a similar capacity, has been employed or engaged by _____ (“RECIPIENT”) and has performed or will perform, services for RECIPIENT in connection with RECIPIENT’s performance of certain services for AIDA-America Corporation (“AIDA”). In connection with and in consideration of the undersigned’s employment, or engagement by RECIPIENT, the undersigned may receive confidential, proprietary information of AIDA.

This Acknowledgement and Agreement covers all prior and future disclosures of confidential, proprietary information made to the undersigned by AIDA and/or RECIPIENT.

Confidential Information. Any information that will be disclosed shall be considered confidential only if it is: (a) disclosed in writing and is clearly marked as “Confidential” or “Proprietary” or another suitable legend of similar meaning; or (b) disclosed orally or visually or otherwise not in accordance with (a) above and is stated at the time of disclosure as confidential and reduced to a writing marked as indicated in (a) above and delivered to the receiving party within thirty (30) days after the initial disclosure. The information shall be treated as Confidential Information during such thirty (30) day period. With respect to any devices delivered pursuant to this agreement, any technical information such as, but not limited to, circuit layout, design or software embedded in any such device shall be deemed Confidential Information notwithstanding the absence of any proprietary marking on such device.

The undersigned hereby agrees that, during the term of my employment or engagement by RECIPIENT, I will not improperly use for my own benefit or for the benefit of any third persons or parties, any property of AIDA, nor will I improperly use myself, or improperly disclose to others, any confidential, proprietary documents or information of AIDA. Such confidential information includes, but is not limited to: current, future, or proposed products of AIDA; drawings, designs, processes, programs and specifications; business forecasts and procurement requirements and marketing plans and projections and technology of AIDA. I further agree that, upon the termination or cessation of my employment or engagement by RECIPIENT, I will promptly return to RECIPIENT all AIDA property (together with all AIDA confidential, proprietary documents and any copies, abstracts, excerpts or summaries thereof). I further agree that, upon the termination or cessation of my employment or engagement by RECIPIENT, I will not thereafter use for my own benefit or disclose to any third persons or parties any AIDA confidential, proprietary documents or information (or any copies, summaries, excerpts or abstracts thereof).

Name of Employee, Independent Contractor or Other

Signature

Date



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