



CONFIDENTIALITY AGREEMENT

Ada Technologies Inc. ("ATI"), an Ohio corporation with its principal places of business at 805 East North Avenue, Ada, Ohio 45810, and _____ (the "Company"), having a place of business at (address) _____, (city) _____, (state) _____, (zip) _____, are the parties to this agreement. This Agreement is to be effective as of the _____ day of (month) _____, 20_____.

In consideration of ATI granting to the Company and the Company's employees, agents, subcontractors and representatives access, from time to time, to ATI's premises and certain of its information, and for other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree, intending to be legally bound, as follows:

1.) It is understood that in connection with the continuing business relationship between the two parties, including visits to ATI's premises, the Company may be given access to Confidential Information (as hereinafter defined), including technical information that is proprietary and confidential to ATI.

2.) Confidential Information means information or material which is deemed by ATI to be confidential and proprietary and/or to constitute trade secrets, including, but not limited to, the following:

- a) information or material which relates to ATI's manufacturing and assembly methods, processes, concepts, procedures, machinery and equipment, articles of manufacture, compositions, inventions, engineering services, technological developments, formulas, know-how, purchasing, parts and components, customer lists, information or prospects, accounting, merchandising, conditions of sale or pricing, technical knowledge relating to customer specifications or requirements, licensing, plans and specifications, designs, documents and drawings;
- b) software in various stages of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data and customer information; and
- c) any information of the type described above which the Company obtained from ATI and which ATI treats as proprietary or designates as confidential, whether or not owned or developed by ATI.

3.) Confidential Information shall not include or apply to

- a) information already available to the public at the time of disclosure by ATI,
- b) information which hereafter becomes generally available to the public through no

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- fault of the Company,
- c) information which the Company acquires from a third party having no obligation of confidence to ATI,
 - d) information which can be shown to have been developed by the Company independently of the disclosure of Confidential Information, or
 - e) information required to be disclosed by law.

4.) Except as ATI may otherwise consent in writing, the Company hereby covenants that it will not, either directly or indirectly, use, divulge or disclose to any person or entity, or publish, any of the Confidential Information, including Confidential Information acquired at any time prior to the execution of this Agreement.

5.) No right or license whatsoever, either expressed or implied, is granted to the Company pursuant to this Agreement under any patent, patent application or other Confidential Information now or hereinafter owned, licensed or controlled by ATI.

6.) ATI may, in its sole discretion, require that, prior to providing access to its facilities or to the Confidential Information to the Company's employees, agents, subcontractors or representatives, such employees, agents, subcontractors or representatives execute and deliver the Confidentiality Agreement attached hereto as Exhibit A and made a part hereof.

7.) This Agreement (including Exhibit A attached hereto) constitutes the full and complete understanding between the parties with respect to the subject matter hereof and supersedes all prior representations and understanding, whether oral or written.

- 8.) The Company recognizes and acknowledges that
- i) the Confidential Information is a valuable, special and unique asset of ATI's business,
 - ii) disclosure by the Company of the Confidential Information would cause immediate and irreparable injury, loss and damage to ATI and
 - iii) an adequate remedy at law for such injury, loss and damage may not exist.

Therefore, in the event that a breach of this Agreement by the Company occurs or is threatened, and in addition to any other remedy to which it may be entitled, ATI shall be entitled to injunctive relief to enforce any provision hereof and to

- a) restrain the Company from using, divulging or disclosing, in whole or in part, directly or indirectly, and Confidential Information, without the necessity of proof of actual injury, loss or damage, as well as to
- b) any and all damages (including, without limitation, attorneys' fees and court costs) arising as a result of such use, divulgence or disclosure. The provisions of this Agreement are not intended to cover information which is in the public domain.

9.) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING FROM OR OUT OF THIS AGREEMENT SHALL BE PROSECUTED AS TO ANY ONE OR MORE OF THE PARTIES HERETO AT COLUMBUS, OHIO. EACH PARTY HERETO JOINTLY AND SEVERALLY CONSENTS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED IN COLUMBUS, OHIO, AND HAVING JURISDICTION OVER THE SUBJECT MATTER OF ANY ACTION, SUIT OR PROCEEDING ARISING FROM OR OUT OF OR IN RESPECT OF THIS AGREEMENT. ADEQUATE NOTICE OF ANY SUCH ACTION,



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SUIT OR PROCEEDING IN ANY SUCH COURT SHALL CONCLUSIVELY BE DEEMED TO HAVE BEEN GIVEN TO ANY ONE OR MORE OF THE PARTIES HERETO AGAINST WHOM THE SAME IS INSTITUTED IF GIVEN TO SUCH PERSON IN A MANNER CONSISTENT WITH THE DUE PROCESS OF LAW.

ADA TECHNOLOGIES INC.

(Company Name)

Signature _____

Signature _____

Name (print) _____

Name (print) _____

Title _____

Title _____



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EXHIBIT A

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TO: Ada Technologies Inc.
805 East North Avenue
Ada, Ohio 45810

In consideration for providing access to Ada Technologies Inc.'s facilities and/or certain Confidential Information (as hereinafter defined) the undersigned hereby undertakes personally, and also on behalf of the company named hereinbelow (the "Company"), that the undersigned will not at any time hereafter without the prior written consent of Ada Technologies Inc. ("ATI") make use of, disclose, divulge or publish any information of any type or nature whatsoever which was disclosed to the undersigned by ATI or to the Company or its employees, agents, subcontractors or representatives or which the undersigned acquired during meetings, discussions, dialogues, and/or visits to the ATI facilities, with respect to:

- a) information or material which relates to ATI's manufacturing and assembly methods, processes, concepts, procedures, machinery and equipment, articles of manufacture, compositions, inventions, engineering services, technological developments, formulas, know-how, purchasing, parts and components, customer lists, information or prospects, accounting, merchandising, conditions of sale or pricing, technical knowledge relating to customer specifications or requirements, licensing, plans and specifications, designs, documents and drawings;
- b) software in various stages of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data and customer information; and
- c) any information of the type described above which the Company obtained from ATI and which ATI treats as proprietary or designates as confidential, whether or not owned or developed by ATI;

and will treat all such information (the "Confidential Information"), whether patentable or not, as proprietary, secret, and confidential to the extent that such Confidential Information

- (i) remains unpublished,
- (ii) is not lawfully known to the undersigned or others in the Company from a source other than ATI or its employees, agents or representatives, at the time of such disclosure to the undersigned, or
- (iii) is not hereafter lawfully obtained by the undersigned or the Company from a source other than ATI or its employees, agents or representatives.



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Signed by:

(signature)

(printed name)

Dated:

Duly authorized to sign on behalf of:

(Company name)

Witnessed by ATI Associate:

Dated:
