

TRAINING SEMINAR NON-DISCLOSURE AGREEMENT

PLEASE READ AND FILL OUT ALL ITEMS MARKED IN RED. UPLOAD A .JPG OR .PDF OF YOUR COMPLETED AGREEMENT TO THE ONLINE SEMINAR REGISTRATION FORM.

ONCE WE RECEIVE AND FINALIZE YOUR APPLICATION A COPY OF THE TRAINING SEMINAR NON-DISCLOSURE AGREEMENT WILL BE SENT TO YOU FOR YOUR RECORDS.

This agreement (“Agreement”) is entered into as of the date last written below by and between **National Machinery LLC**, hereinafter known as “NMLLC” or the “Disclosing Party” having as its principal place of business **161 Greenfield St. Tiffin, OH 44883-2471** and _____ having as his/her principal place of residence _____, hereinafter known as the “Receiving Party.”

Whereas, during training seminars presented by NMLLC certain Confidential or Copyrighted Information may be disclosed by NMLLC to the Receiving Party.

Therefore, in consideration of the promises made herein, the Receiving Party agrees to receive this information under the following terms and conditions.

1. Confidential and/or Copyrighted Information

1.1 **Definition.** Subject to Section 2.3, as used herein “Confidential Information” shall mean any information presented by NMLC to the Receiving Party which may be transferred either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, facilities, and equipment), which is designated as "Confidential," "Proprietary", or some similar designation. Such Confidential Information includes, but is not limited to, proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to metal forming tooling, processes, machinery, development, performance, know-how, business practices, and marketing of formed products and forming equipment, as well as ideas, concepts, techniques, designs, software, and inventions which are disclosed pursuant to this Agreement. “Copyrighted Information” shall mean any information that is so marked. This information would include the presentation manuals.

1.2 **Purpose.** The purpose of the disclosure of Confidential or Copyrighted Information is to enable the Receiving Party to advance their abilities and efforts in the current and/or future business of manufacturing, producing, and developing of tooling, forming processes, and formed products.

1.3 **Designation.** All information provided by NMLLC to the Receiving Party that, by its nature, would ordinarily be considered proprietary or confidential, subject to Section 2.3 below, shall be deemed to be Confidential Information.

1.4 **Ownership.** NMLLC retains all right, title and interest in its respective Confidential Information as well as all Copyrighted Information.

1.5 **No Warranties.** NMLLC assumes no responsibility for any loss or damages to the Receiving Party, its customers, or any third parties caused by or arising from the disclosure hereunder of any information. NMLLC makes no warranties of any kind, whether expressed or implied, including but not limited to, any implied warranty of merchantability of the Information or fitness of the Information for a particular purpose.

2. Nondisclosure

2.1 **Use of Confidential or Copyrighted Information.** The Receiving Party may use this Information only for the purposes stated in subsection 1.2 above. The Receiving Party recognizes that this Agreement imposes an affirmative duty to hold such Information in confidence and protect it from dissemination to and use by any unauthorized third party. In the absence of NMLLC's prior written consent, the Receiving Party shall not reproduce nor disclose the Information to any third party.

2.2 **Further Responsibility.** The Receiving Party agrees to use the same degree of care to protect the confidentiality of NMLLC's Information, as it would to protect its own trade secrets, but in no case less than a reasonable degree of care.

2.3 **Exceptions.** The foregoing notwithstanding, no information shall be considered Confidential Information if such information (a) was in the Receiving Party's possession before its execution of this Agreement, as established by the Receiving Party; (b) is or becomes a matter of public knowledge or otherwise is in or becomes part of the public domain, without violation of any duty of confidentiality of the Receiving Party contained herein; or (c) is received by the Receiving Party from a third party without a duty of confidentiality owed to NMLLC; (d) is independently developed by the Receiving Party without reference to the Confidential Information received hereunder; or (e) is disclosed by the Receiving Party with NMLLC's prior written consent. The Receiving Party shall not be held liable for disclosure of Confidential Information if disclosure was in response to an order of a court, discovery under the rules of any court or tribunal, or agency of government, provided that prior written notice first is given to NMLLC so that a protective order of relief, if appropriate, may be sought.

3. General

3.1 **Term and Termination.** Subject to Section 2.3, the Receiving Party shall maintain NMLLC's Confidential Information in confidence in accordance with the terms of this Agreement for a period of five (5) years from the date of receipt of the Confidential Information, with the exception of Copyrighted material, which shall maintain all Copyright protection indefinitely. Duties of non-disclosure as set forth in Section 2 of this Agreement survive any termination of the Agreement.

3.2 **No Further Rights.** No irrevocable license to the Receiving Party under any trademark, patent or copyright or applications which are now or may thereafter be obtained by NMLLC is either granted or implied by the mere disclosing of Confidential Information to the Receiving Party. Nothing in this Agreement shall grant to the Receiving Party the right to make commitments of any kind for or on behalf of NMLLC. This Agreement shall not constitute a joint venture or partnership as between the parties.

3.3 **No Conflicts.** NMLLC represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party. NMLLC further agrees not to disclose or to use on behalf of the other party any Confidential Information belonging to any third party unless sufficient written authorization from the third party is provided.

3.4 **Securities Issues.** If the Confidential Information disclosed hereunder is material non-public information about the NMLLC, then the Receiving Party agrees not to trade in the securities of the Disclosing Party or in the securities of any relevant third party until such time as no violation of the applicable laws would result from such securities trading.

3.5 **Benefit/Waiver.** This Agreement shall be binding upon and inure to the benefit of NMLLC and their permitted successors and assigns. The waiver or failure of NMLLC to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

3.6 **Severability/Amendments.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, it shall be enforced to the extent legally permissible and as necessary to reflect the intent of NMLLC and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement may only be amended by a writing executed by both Parties.

3.7 **Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and shall be governed by the laws thereof. This Agreement represents the entire agreement between the Parties with respect to the subject matter herein.

3.8 **Breach of Confidentiality.** The Receiving Party acknowledges that a breach of this Agreement may result in irreparable harm to NMLLC, the extent of which would be difficult to ascertain, and in any event money damages may be inadequate to rectify a breach. Accordingly, the Receiving Party agrees that in the event of a breach of this Agreement, NMLLC shall be entitled to seek injunctive, or other equitable relief, as the court deems appropriate, in addition to any other remedies which it may have available.

In witness thereof, the Parties have duly executed this Agreement as of the date last written below.

Company

Printed Name

Signed Name

Title

Date

National Machinery LLC

Printed Name

Signed Name

Title

Date

FOR OFFICE USE ONLY