

**Bamberg Engineering  
Confidential Information Non-Disclosure Agreement**

Effective \_\_\_\_\_, having a principal place of business at \_\_\_\_\_, and Bamberg Engineering (aka BESL), having a place of business at 11864 Holland DR, Fishers IN 46038 (hereinafter collectively the “Parties”) Agree as follows (the “Agreement”):

1. The parties are interested in discussing certain business transactions and/or arrangements with each other (the “Purpose”). In furtherance of such discussions, one party (the “Transmitter”) may desire to provide to the other party (“Receiver”) information which is private, confidential and/or proprietary in nature, such information including, without limitation, information relating to \_\_\_\_\_ (hereinafter, such information, collectively and separately shall be referred to as “Proprietary Information”). While nothing in the agreement binds either party to disclose to the other party any particular Proprietary Information or any Proprietary Information at all, and nothing herein binds either party to enter into any transaction with the other party, the parties believe that it would be mutually beneficial to set forth their agreement with respect to treatment of Proprietary Information that is disclosed.
2. The parties agree that all Proprietary Information shall be and remain the sole property of the party (“Transmitter”) transmitting such Proprietary Information to the other party (“Receiver”), that, as between the parties, Transmitter shall be and remain the sole owner of all patents, copyrights and other proprietary rights in connection therewith and that no license is granted (expressly or by implication) to Receiver. As used herein, “Proprietary Information” includes confidential and proprietary information which provides either party to this Agreement with competitive advantage, including but not limited to trade secrets, ideas, processes, formulas, computer software, circuit designs, schematics, data and know how, copyrightable material, improvements, inventions (whether patentable or not), techniques, marketing plans, strategies, business and product development plans, timetables, forecasts and customer lists as related to the products and services (current and prospective) of each of the parties.
3. In consideration for the disclosure of the Proprietary Information, Receiver agrees: (a) to hold in confidence and trust and to maintain as confidential all Proprietary Information of Transmitter; (b) to use the Proprietary Information only in furtherance of the Purpose; (c) not to disclose any Proprietary Information of Transmitter or any information derived there from, to any third person; (d) to use the same degree of care (but in no event less than a reasonable degree of care) to avoid publication or dissemination of such information as Receiver uses with respect to its own information of similar importance which does not desire to have published or disseminated; (e) that it shall not disclose its Proprietary Information except to its trusted employees to whom disclosure is necessary in order to permit Receiver to evaluate the Proprietary Information of Transmitter for the Purpose and who have agreed in writing to hold such Proprietary Information in

confidence and not to use it for their own purposes; and (f) not to export any Proprietary Information of Transmitter without Transmitter's written consent.

4. The Receiver shall be relieved of its obligations with respect to any information (a) which is in the public domain at the time of disclosure to Receiver or which thereafter enters the public domain through no action or inaction by Receiver or its employees; or (b) which Receiver can establish and document was in the possession of or known by Receiver prior to its receipt from Transmitter, and Receiver so informs Transmitter of this fact within 10 days of the disclosure to Receiver by another person not in violation of the proprietary or other rights of Transmitter or any person or entity; (d) which Receiver can establish by clear and convincing evidence was independently developed by Receiver; or (e) is approved for release by written authorization of Transmitter.
5. Immediately upon Transmitter's request, Receiver will return to Transmitter (or at Transmitter's option, destroy) all Proprietary Information of Transmitter as well as all copies thereof, and Receiver agrees that with respect to any extracts made of the Proprietary Information, and any notes or memoranda containing or reflecting the Proprietary Information, it will destroy the same, and redact such Extracts notes or memoranda so that it no longer contains or reflects the Proprietary Information. With respect to documents or data Storage media containing Proprietary Information of Transmitter, Receiver may elect to delete there from all such Proprietary Information. Receiver shall, Upon Transmitter's request, deliver to Transmitter a certificate, signed under oath by an authorized Representative of Receiver, stating that all Proprietary Information of Transmitter has been returned, deleted, destroyed or redacted in Conformity with the terms and provisions of the Agreement.
6. This Agreement supersedes all prior discussions and writings and constitutes the entire Agreement between the parties with respect to the information transmitted hereunder. No waiver or modification of this Agreement shall be binding upon either party unless made in writing and signed by a duly authorized representative of such party. The Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver or such Provisions or of the right of such party to enforce each and every such Provision.
7. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly implied or otherwise, for any invention, discovery or improvement hereafter made, conceived, or acquired or for any invention, discovery or improvement made, conceived or acquired prior to the date of this Agreement.
8. This agreement will be governed by the laws of the state of Indiana without regard to conflicts of laws principles. Each party agrees that it shall bring any dispute arising under this agreement only in a Federal or state court located within Indiana, and each party expressly submits to the jurisdiction of such court for the purpose of resolving any such dispute. Each party agrees not to challenge the propriety of venue of any court located within Indiana.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be Entered into within the state of Indiana as of the date first set forth above.

\_\_\_\_\_

**Bamberg Engineering**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

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

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

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

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