

# CALS LTD

*Bringing Advanced Composites Technologies to Life*

2411 CrossPointe Dr. Miamisburg, Ohio 45342 (937) – 259 - 1317
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## **CONFIDENTIAL NON-DISCLOSURE/NON-COMPETE AGREEMENT**

This AGREEMENT is effective \_\_\_\_\_, \_\_\_\_\_ between CALS LTD, 2411 Cross Pointe Dr. Miamisburg, Ohio, 45342, USA or CALS (The "Discloser") and

\_\_\_\_\_  
\_\_\_\_\_  
(The "Recipient").

The Discloser wishes to provide to Recipient certain confidential information pertaining to processing and manufacturing of foam composites, composite materials and processes used for manufacturing of EMS products, composites manufacturing opportunities, and the associated financials, strategies, materials, processes, investments, equipment, and project information related to the development and commercialization of composite products for the EMS and other related industries.

The Recipient has requested the CALS information from the Discloser for the purpose of evaluating a possible collaborative project, investment or other business arrangement between the Discloser and the Recipient. If the parties wish to undertake a more extensive collaboration, the conditions thereof will be set forth in a separate agreement.

NOW, THEREFORE, the Discloser and the Recipient agree as follows:

1. "Confidential Information" is defined as any financial, business, customer or technical information previously or hereafter supplied to or acquired or otherwise learned by Recipient's officers, employees or agents in the course of our discussions or in connection with any visits to our facility.

2. Confidential Information shall not include information which:

- a. Is or becomes publicly known through no wrongful act on part of the Recipient;
- b. Is already known to the Recipient at the time of disclosure and that the Recipient can demonstrate evidence of prior knowledge;
- c. Is received by the Recipient from a third party without regard to this Agreement;
- d. Is independently developed by the Recipient without regard to the Confidential Information;
- e. Is furnished by a third party without a similar restriction on the third party's rights; or

- f. Is explicitly approved for release by written authorization of the Discloser.
3. Unless a shorter period is otherwise authorized in writing by the Discloser, the Recipient agrees to retain the Confidential Information in confidence and not to disclose or use the Confidential Information for any purpose other than for the aforesaid evaluation purposes for a period of five (5) years.
4. Recipient agrees to use its best efforts to limit dissemination of Confidential Information to such employees who have a need to know for the aforesaid evaluation purposes, and to take all reasonable precautions with respect to the Confidential Information to prevent the disclosure of the Confidential Information to the public.
5. Recipient agrees to return to the Discloser, upon written request by the Discloser, all writing containing Confidential Information.
6. Nothing contained herein shall prevent either party from manufacturing and/or selling products or rendering services or engaging in any business of any kind, so long as such activities would not constitute a breach of this Agreement.
7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
8. This Agreement shall be governed by the laws of the State of Ohio.
9. This Agreement constitutes the entire understanding between the Discloser and the Recipient concerning the subject matters hereof. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties hereto. It merges and supersedes all prior and contemporaneous discussions, representations and writings concerning the subject matter hereof, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized Recipients.

**Company/Individual:** **CALS LTD**

Signed: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Phone: \_\_\_\_\_

\_\_\_\_\_  
Neil Chaudhry  
Partner  
 \_\_\_\_\_  
nchaudhry@buycastings.com  
937-259-1317

## **Non-Compete and Confidentiality Agreement**

In consideration of the confidential information to be provided (as defined in the **CONFIDENTIAL NON-DISCLOSURE/NON-COMPETE AGREEMENT**) by CALS LTD (CALS) (“the Company”), the Recipient agrees to the following:

**1. Non-competition. The Recipient is free to conduct any and all business, during this agreement and also after termination of this agreement, without competing with the Company in composites business including manufacturing or sale of composites based EMS products.**

This non-competition restriction applies in the following geographic area: Worldwide since CALS has plans for customers or is in discussions with customers that do business worldwide.

Through this non-compete covenant, the Company seeks to protect the following, but not limited to, confidential information that is important for the competitive position of the company: composites business opportunity, composites manufacturing process, EMS products made by composites technology, foam composite materials, process tooling, customer database, equipment technology, sales strategy, business plans, financial plans, business strategy, profit margins, funding sources, sales strategy, marketing strategy etc.

**2. Non-solicitation of customers.** Recipient shall not seek in competition with the business of the Company to procure orders from or do business with any customer of the Company for a period of five years of termination of the **CONFIDENTIAL NON-DISCLOSURE/NON-COMPETE AGREEMENT**. Customers of the Company include any company referred to the Recipient by the Company, including any and all businesses, buyers and users.

**3. Non-solicitation of Recipients.** During the period of agreement and for a period of five years following termination of the Recipient's agreement, Recipient shall not directly solicit, encourage, or induce any other Recipients of the Company to terminate agreement with the Company or employ or offer agreement to any such Recipient of the company.

**4. Confidentiality.** Recipient shall not disclose: any trade secrets, customer lists, drawings, designs, information regarding product development, marketing plans, sales plans, manufacturing plans, operating policies or manuals, business plans, financial records, or other financial, commercial, business, or technical information relating to the Company, collectively referred to as Confidential Information, to any third party without the prior written consent of the Company unless such Confidential Information has been previously disclosed by the Company or is in the public domain.

**5. No Written Document Requirement.** Recipient acknowledges and agrees that obligations under the non-competition, non-solicitation, and confidentiality provisions of this agreement apply not only to written documents and data, but also to information that can be recalled by memory alone.

**6. Company Property.** Prior to termination of agreement, Recipient shall return to the Company all property of the company, and copies, in the Recipient's possession or under his or her control.

**7. Other Agreements.** The covenants of Recipient set forth in this agreement are in addition to and not in limitation of any other obligations of a similar nature which Recipient might have to the Company by contract, law, or otherwise.

**8. Governing Law.** This Agreement is made pursuant to and should be construed and enforced in accordance with the laws of Ohio without giving effect to otherwise applicable principles of conflict of laws.

**9. Hold Harmless.** The Company and the Recipient acknowledge that they are independent contractors, that neither party is an agent of the other party, and that neither party has the power or authority to bind the other party. The Company agrees to hold the Recipient harmless against any claims for products or services provided by the Company Or Company's suppliers and the Recipient agrees to hold the Company harmless against any claims for the products or services provided by the Recipient or Recipient's agency

**10. Severability.** The invalidity of a provision or part of any provision of this Agreement shall not affect the other provisions. If any provision or part thereof is determined to be invalid or unenforceable by a court of competent jurisdiction, Recipient and company shall negotiate in good faith to provide protection or benefits as nearly equivalent as that found to be invalid or unenforceable. Further, if any such provision shall be determined to be invalid or unenforceable by reason of the duration or geographical scope, such duration or geographical scope or both shall be considered to be reduced to a duration and scope to the extent necessary to cure such invalidity.

In Witness Whereof, the Recipient and the Company have signed this agreement.

Recipient:

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Date

On Behalf of CALS LTD:

\_\_\_\_\_  
Neil Chaudhry \_\_\_\_\_ Date  
Partner