

## MOTION CONTROLS ROBOTICS VISITOR SAFETY POLICY

Motion Controls Robotics, Inc. (MCRI) will take all reasonable steps to make the workplace safe for its visitors. It is expected that MCRI's Visitors will adhere to the appropriate work practices as outlined in this section. If you are injured, in any way, while on the premises of Motion Controls you must report the injury and complete the appropriate paperwork before leaving Motion Controls. Failure to do both required actions relinquishes Motion Controls from any liability.

Safety is our number one priority at MCRI. For this reason, we ask for your full compliance with the following:

1. Visitors are required to sign in at the reception desk. All visitors are to be greeted and accompanied by an MCRI employee.
2. MCRI is a Drug-Free Workplace. We require that anyone entering our premises not be under the influence of alcohol and/or drugs
3. Smoking is only permitted outside of our building in designated areas.
4. Safety glasses with side shields are required to be worn in all operation areas of the MCRI facility. Safety glasses are available at the main entrance.
5. Hearing protection is not required unless needed for a specific system (hearing protection is available upon request).
6. Visitors shall not carry or have in their possession firearms or other weapons while on the MCRI property, unless authorized by MCRI's management group.
7. There is no photography or video allowed unless authorized by an MCRI representative.
8. Clothing should keep safety in mind. Please note that shorts are not permitted in our facility. No open toed or canvas shoes are allowed in the operation areas. Steel toed shoes are not required.
9. Please stay alert and watch for moving vehicles.
10. Do not touch the equipment, never reach into moving robot cells and always respect safety fencing and other barriers.
11. Smoking is not allowed inside the building. There are designated smoking areas available.

If you have any questions about any of the above procedures, ask an MCRI employee. Safe operating conditions are a priority at MCRI. If you see any unsafe conditions, please bring this to the attention of the MCRI representative with you. We will work together to ensure that you have a safe and productive visit.

Thank you for your cooperation!

MCRI Staff

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (herein after referred to as "Agreement") is made as of the date of signature on the Motion Controls Robotics, Inc. Visitor Sign-In Sheet (herein after referred to as "Sign-In Sheet"), by and between MOTION CONTROLS ROBOTICS, INC. (herein after referred to as "MCRI"), for itself, its employees, agents, officers and directors, an Ohio for-profit corporation having a place of business in Fremont, Ohio, and the IDIVIDUAL or COMPANY as specified on the Sign-In Sheet, for itself, its employees, agents, officers and directors, whether a corporation/limited liability company, having its primary place of business as further specified on the Sign-In Sheet ("Affiliate"). MCRI and Affiliate are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, in order for each Party to evaluate its interest in participating in a future business relationship with the other Party ("Purpose"), it appears necessary that the Parties disclose to each other certain valuable proprietary, confidential information, and trade secrets as further described in Section 1 of this Agreement; and it appears necessary that the Parties disclose ("Disclosing Party") to each other ("Receiving Party") certain valuable proprietary, confidential information as described in Section 1 of this Agreement; and

WHEREAS, the Parties are willing to disclose and receive such information pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean any proprietary, confidential information (whether or not patentable or copyrightable, and whether or not currently patented or copyrighted) which is owned or controlled by either Party, including without limitation software, trade secrets, know-how, designs, product samples, product formulations, prototypes, specifications, data, processes, formulas, methods, materials, analyses, technology, manufacturing techniques, pricing, financial information/data and sales and marketing information. This Agreement shall govern without regard to the manner of preparation, transmittal or storage of such Confidential Information, including but not limited to verbal discussions, physical devices or materials, electronic devices or media, magnetic media, optical media or any other method.

2. Each Party represents that to the best of its knowledge it has the right to disclose its Confidential Information to the other without conflict with, or violation of the rights of, any third party.

3. Except as otherwise permitted in evaluating the proposed future business relationship between the Parties, the Receiving Party shall protect and hold in confidence and shall not, at any time, use or disclose the Confidential Information for any purpose other than the Purpose stated above, all Confidential Information of the Disclosing Party, and shall limit its disclosure of the Confidential Information to its employees, legal and financial representatives who "need-to-know" to carry out the express Purpose of this Agreement, provided that such employees' and representatives' confidentiality obligations are equal to those of the Receiving Party's under this Agreement. The Receiving Party shall take commercially reasonable precautions to prevent the unauthorized disclosure or use of the Confidential Information by any such employees or agents and shall be responsible for any breach of this Agreement by its employees and agents.

4. The provisions of Section 3 hereof shall not apply to information which (i) is or becomes generally available to the public, other than as a result of a breach of this Agreement by the Receiving Party; (ii) was in the Receiving Party's possession prior to receipt from the Disclosing Party as evidenced by the Receiving Party's contemporaneously written records; provided that the source of such information was not known to the Receiving Party to be bound by an obligation of confidentiality (contractual, legal, fiduciary or otherwise) to the Disclosing Party or any other party with respect to such information; (iii) is lawfully received by the Receiving Party from a third party on a non-confidential basis, unless the Receiving Party knows that the third party is bound by an obligation of confidentiality (contractual, legal, fiduciary or otherwise) to the Disclosing Party or any other party with respect to such information, or; (iv) is or was independently developed by the Receiving Party without reference to or reliance upon the Confidential Information received from the Disclosing Party as evidenced by the Receiving Party's contemporaneously written records.

5. Notwithstanding anything to the contrary contained in this Agreement, Confidential Information may be disclosed by a Receiving Party as required by applicable law, legal process or stock exchange rule, provided the Receiving Party notifies the Disclosing Party prior to such disclosure so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.

6. Disclosure of Confidential Information includes verbal and written disclosure.

7. Within ten (10) days after the termination of this Agreement, the termination of the underlying agreement which the Parties reach to memorialize their business relationship or upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party or destroy, with such destruction certified in writing, any and all Confidential Information in the Receiving Party's possession, together with all notes, analysis, drawings, documents, designs, product samples, prototypes and other tangible manifestations of the Confidential Information, copies and reproductions thereof.

8. The Receiving Party shall not reverse engineer or copy the design, samples or prototypes, or any components thereof, of any Confidential Information of the Disclosing Party for any purpose.

9. Electronic devices nor other may be used to record or photograph while on the premises of MCRI without expressed written permission by the President or authorized representative.

10. This Agreement shall be effective as of the date first set forth above and shall terminate upon the earlier to occur of (a) the one (1) year anniversary of such date, or (b) the delivery of written notice of termination by either Party to the other Party; provided, however, that the obligations of a Receiving Party pursuant to Section 3 shall remain in effect indefinitely.

11. Neither Party shall develop, issue or release any advertisements, press releases, announcements or other materials which describe the contemplated business relationship between the Parties without first obtaining the express written consent of the other Party.

12. Except as specifically provided herein, neither Party makes any representation, warranty, assurance, guarantee or inducement, express or implied, with respect to Confidential Information supplied hereunder, including without limitation freedom from patent or copyright infringement.

13. Whenever, by the terms of this Agreement, notice, demand or other communication shall or may be given to either party, the same shall be in writing and addressed to such party at its address first set forth above, or to such other address or addresses as shall from time to time be designated by written notice by such party to the other as herein provided. All notices shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by Federal Express or other comparable courier providing

proof of delivery, and shall be deemed duly given and received (i) if mailed, on the third business day following the mailing thereof, or (ii) if sent by courier, the date of its receipt (or, if such day is not a business day, the next succeeding business day).

14. The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and State Courts located in Sandusky County, Ohio, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise.

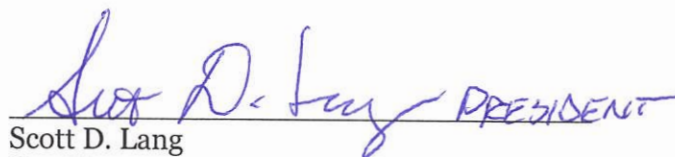
15. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make (i) any purchase of products or services by either Party, or any commitment by either Party with respect to the present or future sale or marketing of any product or service; or (ii) to grant to the Receiving Party any ownership rights, patent license, know-how license or any rights to use the Confidential Information for any purpose other than the express Purpose of this Agreement.

16. The Parties acknowledge that monetary damages in the event of a Receiving Party's breach of this Agreement may not be a sufficient remedy for any breach hereof and may be difficult to ascertain, and it is therefore agreed that the Disclosing Party, in addition to, and without limiting, any other remedy or right it may have, shall have the right to seek equitable relief, including without limitation injunctive relief, issued by a court of competent jurisdiction. Any and all rights and remedies of a Disclosing Party under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall not be supplemented, amended, varied or modified in any manner except by an instrument in writing that expressly references this Agreement and is signed by duly authorized representatives of both Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this Agreement on behalf of the Parties they represent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth as of the date of signature on the Motion Controls Robotics, Inc. Visitor Sign-In Sheet acknowledging receipt of, understanding of and agreement with this Mutual Confidentiality and Non-Disclosure Agreement.

MOTION CONTROLS ROBOTICS, INC.

  
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Scott D. Lang  
President