



Confidential Information and Non-Disclosure Agreement

This Confidential Information and Non-disclosure Agreement (“Agreement”) is made this ____ day of _____, 202_ (the “Effective Date”), by and between Kalamazoo Fabricating a division of PRAB Inc., having an address at 5801 East N Avenue, Kalamazoo, Michigan 49048 and _____, located at _____.

Kalamazoo Fabricating and _____ desire to enter into discussions whereby both parties will exchange certain business information. Kalamazoo Fabricating and _____ acknowledge that they intend to be bound by the terms of this Agreement as set forth below in consideration of each party making confidential disclosures to the other party.

NOW, THEREFORE, in consideration of each party’s confidential disclosures to the other, the promises contained in this Agreement and other valuable considerations, Kalamazoo Fabricating and _____ do hereby agree as follows:

1. As used in this Agreement, the term “Disclosing Party” shall mean a party disclosing its Confidential Information to the other party and the term “Receiving Party” shall mean a party to whom such a disclosure is made.
2. As used in this Agreement, “Confidential Information” shall mean any concepts process technology, information, software, designs, or data including—without limitation—plans or strategies, prototypes, drawings, flow charts, sketches, descriptions, documentation, marketing, development, packaging, financial or other information, concerning or related to either company whether written or oral, which are disclosed or delivered to a Receiving Party, whether copyrightable or patentable or not, and all related trade secrets.
3. The Receiving Party agrees not to disclose Confidential Information to anyone except those of its officers and employees who (i) have a bona fide need to know such Confidential Information for the purpose of evaluating, planning, and implementing the business review, (ii) shall be informed of the confidential nature of the Confidential Information, and (iii) have a non-disclosure obligation to the Receiving Party which is no less strict than those herein (the “Receiving Party’s Qualified Employees”). The Receiving Party and the Receiving Party’s Qualified Employees shall use the Confidential Information of the Disclosing Party solely for reviewing a potential acquisition and for no other purpose. The Receiving Party shall use the same degree of care to protect the Confidential Information disclosed to it as it uses to protect its own confidential information and trade secrets, but not less than a reasonable amount of care.



4. Notwithstanding the provisions of Paragraph 3 above:
 - a. The obligations of the Receiving Party under this Agreement shall not apply or shall terminate with respect to any part of such Confidential Information which is or becomes published or otherwise publicly known through no fault of the Receiving Party or for which the Receiving Party is obligated to disclose to comply with a subpoena or court order.
 - b. The Receiving Party shall not be precluded from disclosing or using any Confidential Information which it can show, by competent evidence, was in its possession prior to the disclosure made by the Disclosing Party or which came to it through lawful channels independent of such disclosure including the independent development by employees or agents of the Receiving Party who did not utilize the other party's Confidential Information in such independent development. In any proceedings relating to an alleged breach of this Agreement, a Receiving Party shall have the burden of proving the existence of the exceptions stated in this Paragraph 4, in which such Receiving Party has relied.
5. Should the Receiving Party be required to disclose Confidential Information disclosed to it due to a subpoena or other legal order, it shall provide prompt notice to the Disclosing Party in order to allow the Disclosing Party to resist such disclosure. In the event that a Receiving Party is not certain whether any particular information is Confidential Information, such Receiving Party shall treat the information as though it is, unless and until it obtains the Disclosing Party's written permission to do otherwise.
6. The Receiving Party shall not copy or reproduce any of the Confidential Information without the Disclosing Party's prior written consent.
7. The Confidential Information is to be returned or destroyed upon the Disclosing Party's request or, in any event, at the conclusion of any discussions or business relations between the parties.
8. The Confidential Information of each party is and shall continue to be the sole and exclusive property of such party. Each of the parties understand that no license is granted directly or indirectly under any patent, copyright, trade secret, or other intellectual property rights for any of the Confidential Information.
9. The obligations placed by the Agreement on a Receiving Party not to use or disclose Confidential Information shall survive any conclusion of any discussions or business relationship between the parties for a period of ten (10) years.



- 10. The parties acknowledge and agree that a breach by one party of its obligations under this Agreement will cause irrevocable harm to the other party through loss of intellectual property rights and/or other rights, and that each party is making its disclosure in reliance on the acknowledgements and agreements of the other party in the Agreement. The parties further acknowledge and agree that a remedy at law for a breach of this Agreement may be inadequate and that the Disclosing Party will be entitled to seek and obtain from a court having jurisdiction specific performance, an injunction, a restraining order, and any other equitable relief in order to enforce any provision of this Agreement. The right to obtain such equitable relief shall be in addition to any other remedy to which such Disclosing Party is entitled under applicable law.
- 11. Neither party may assign the Agreement without the prior written consent of the other party, such consent not to be unreasonable withheld. The rights and obligations under this Agreement shall adhere to the benefit of and be binding upon the parties' successors, assignees, heirs, and legal representatives.
- 12. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. In the event that any portion of this Agreement is held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement. The parties agree to negotiate in good faith to replace the invalid provisions with one which is valid and carries out the original intention of the parties.
- 13. This Agreement shall be construed, interpreted and the right to the parties determined in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have agreed to and signed this Confidential Information and Non-disclosure Agreement as of the Effective Date.

Kalamazoo Fabricating

Name (print): _____

Name (print): _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____