



**NON-DISCLOSURE AGREEMENT (ASSOCIATE)**

1. The undersigned "Associate" recognizes and understands that all data, knowledge, and information disclosed to or observed by me while at OHIO ASSOCIATED ENTERPRISES, LLC dba Meritec and JOY SIGNAL TECHNOLOGY LLC (Including ANY DIVISIONS and SUBSIDIARIES), a Delaware Limited Liability Company, headquartered at 1382 West Jackson Street, Painesville, Ohio 44077, with locations in Ohio and 1020 Marauder Street, Chico, CA 95973, The "Company", is confidential and proprietary to The Company. I hereby agree not to disclose any information knowledge or data concerning any method, product or apparatus manufactured, used, developed or investigated by The Company to any person, firm, corporation, partnership, organization or association, nor will I use any of the data, knowledge or information referred to above in any employment by any firm, person, corporation, partnership or association, nor will I establish any business using any of the data, knowledge, or information referred to above except with the prior written consent of The Company.
2. I hereby acknowledge that The Company is engaged in activities that are proprietary in nature, and that the techniques used in its activities are trade secrets and confidential, and that the processes used in its activities are patented and/or trade secrets and confidential. The restrictions contained in this Agreement include confidential information, techniques, designs, processes and trade secrets developed by me while employed by The Company.
3. I hereby acknowledge that all information, of whatever nature, disclosed to me by the Company is of a proprietary nature, including any information received by The Company on a confidential basis from any third party, and, as such, is a trade secret and confidential. I will not disclose any information obtained from The Company to anyone outside of The Company, or use same in other than The Company's business either now or at any time hereafter except with the prior written consent of The Company.
4. All digital and hard-copied documents and materials, including but not limited to, USBs, DVDs, notes, notebooks, reports, memoranda, manuals, letters, all drawings, blueprints, sketches (generated with SolidWorks®, AutoCAD®, or other computer software), diskettes, CDs, emails, and materials of a secret or confidential nature relating to The Company's business are The Company's property and shall not be removed from The Company's premises without the prior written consent of The Company; and shall be delivered to The Company at any time The Company so requests.
5. I hereby agree to take every precaution to safeguard and treat all information obtained from The Company as confidential, and to take appropriate action by instruction, agreement or notice to its directors, officers, agents and employees of the confidential and proprietary nature of all information obtained from The Company. If, at any time, I am requested to do so by The Company, I agree to obtain Confidentiality Agreements from each such person in a form approved by The Company, and have been made aware Joy Signal's Corporate Non-Disclosure Agreement (NDA) .
6. I acknowledge that this Agreement will not terminate if my employment with The Company terminates, regardless of the reason for termination including retirement. Also, I acknowledge that this Agreement shall inure to the benefit of The Company and any of The Company's subsidiaries, affiliates, successors, or assigns.

FOR ASSOCIATE:

FOR COMPANY:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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