



Visitor Agreement

Form: #4-50
Revision: Release (10/18/18)

THIS VISITOR'S AGREEMENT ("Agreement") is made and entered into upon the date of signing this Agreement, by and among B&R Machine Inc., a Massachusetts corporation with a principal place of business at 305A Moody Street, Ludlow, MA 01056, its affiliates and subsidiaries (collectively, "B&R") and the "Visitor" identified immediately below:

VISITOR NAME (FIRST AND LAST)

VISITOR COMPANY NAME

VISITOR COMPANY LOCATION (CITY/STATE)

1. **INTRODUCTION.** Visitor has come to B&R's place of business ("B&R's Premises") in order (i) to discuss the possibility of entering into a business relationship with B&R, and/or (ii) to engage in a business transaction with and for the benefit of B&R.

2. **DISCLOSURE OF CONFIDENTIAL INFORMATION.** While Visitor is at B&R's Premises, B&R may reveal, and / or Visitor may receive or otherwise have made available to Visitor, or may be exposed to, certain information of B&R that is confidential and proprietary, including without limitation, any and all information and trade secrets concerning the business and affairs of B&R, such as, product specifications, data, know-how, methods, studies, formulas, compositions, designs, sketches, photographs, graphs, drawings, blue-prints, samples, plans, shop rights, engineering notebooks, models, prototypes, inventions, ideas, discoveries, concepts, manufacturing processes, treatment methods and processes, techniques, methodologies, processes, procedures, equipment, specifications, computer software and programs, systems, structures and architectures and related processes, scientific, technical and non-technical information, Technology as defined by EAR, Technical Data as defined by the ITAR, trade, financial, and pricing information, business plans, methods of operating, customer / client, supplier and distributor lists and any other information of or related to B&R having commercial value (collectively, "the Protected Information"), whether or not such information is identified or marked by B&R as "Confidential" or "Proprietary", but which under the circumstances surrounding the disclosure or the manner in which it is obtained by Visitor ought to be treated as confidential.

3. **AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION.** Visitor acknowledges and agrees that the Protected Information is to remain the confidential and proprietary, protected property of B&R notwithstanding its disclosure to or acquisition by Visitor. Visitor shall hold the Protected Information in strict confidence and shall not, directly or indirectly, publish or disclose it to any third party, or use the Protected Information, or the nature of any of it, without B&R's express prior written consent for any purpose other than (i) to evaluate the merits of entering into a business relationship with B&R, including providing a bid or fee quote for

services, or (ii) to engage in a business transaction with and for the benefit of B&R ("the Purpose").

Visitor agrees it shall not communicate the Protected Information to any third party unless such communication is necessary for Visitor to fulfill the Purpose, in which case, Visitor shall (i) in advance and in writing identify the third party that will receive the Protected Information, (ii) identify the Protected Information to be communicated to the third party, and (iii) require the third party to be subject in writing to the same restrictions and requirements respecting use, nondisclosure, and confidentiality as contained in this Agreement. Visitor shall require any third party to adhere to such restrictions and requirements and shall take all necessary or appropriate action to prevent disclosure or use in violation of this Agreement. Visitor shall provide B&R with a copy of the agreement subjecting the third party to the restrictions and requirements of this agreement upon request. Visitor accepts full responsibility for any use or disclosure of any Protected Information in contravention of this Agreement by Visitor or any third party Visitor communicates or provides access to the Protected Information.

Visitor's and any third party(ies) obligations to maintain confidentiality of the Protected Information and use it only for the Purpose shall survive the termination or cancellation of this Agreement and shall continue indefinitely.

4. **EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS.** Visitor's obligations of confidentiality and non-disclosure shall not apply to any Protected Information (i) which Visitor can establish to have been or become known to the general public, other than as a result of Visitor's violation of this Agreement or any other agreement; or (ii) Visitor can establish to have become known to Visitor from any third party that had the right to disclose such Protected Information.

5. **DISCLOSURE REQUESTS.** If Visitor is requested in any judicial or administrative proceedings, or by any governmental or regulatory authority to disclose any Protected Information, Visitor will give B&R written notice of such request as promptly as practicable. If, in the absence of a protective order, Visitor is nonetheless compelled to disclose any Protected Information, Visitor may make such disclosure without liability under this Agreement provided that (i) Visitor gives B&R written notice of the Protected Information requested as far in advance of the compelled disclosure as is practicable, (ii) Visitor uses its reasonable good faith efforts to obtain assurances that confidential treatment will be accorded to such Protected Information, and (iii) Visitor discloses the minimal amount of Protected Information necessary to meet the compelled disclosure.

6. **RETURN OF PROTECTED INFORMATION.** All Protected Information is and shall remain the property of B&R. Upon B&R's request, Visitor shall immediately deliver to B&R all materials and media containing or referring to the Protected Information, including any derivative documents or materials prepared by or for Visitor.

"Providing CNC manufacturing solutions for over 30 years"

290 & 305A Moody Street ~ Ludlow, MA 01056

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7. **EXPORT / IMPORT COMPLIANCE; CITIZENSHIP.** Visitor understands and agrees that this Agreement and Visitor's activities with B&R shall be subject to all applicable export, import and firearms laws and regulations of the United States of America (collectively, "U.S. Export Laws"). Visitor agrees to comply and reasonably assist B&R, upon request, in complying with all applicable U.S. Laws. Visitor acknowledges that Visitor may not, without first obtaining the appropriate license(s), directly or indirectly export, re-export, distribute or transfer any Protected Information of any value to any nation, individual or entity that is prohibited or restricted by the U.S. export and import laws and regulations including, specifically, but without limitation: (i) the U.S. Dept. of State International Traffic in Arms Regulations ("the ITAR"); (ii) the U.S. Dept. of Commerce, Bureau of Industry and Security, Export Administration Regulations ("EAR"); (iii) the U.S. Dept. of the Treasury, Office of Foreign Assets Controls sanctions; (iv) the U. S. Dept. of State's "State Sponsors of Terrorism" designation; and (v) the U.S. Gun Control Act and National Firearms Act.

Visitor certifies (and shall provide proof upon request) that Visitor (i) is a citizen or a lawful permanent resident of the United States of America, or (ii) is specifically authorized by the U.S. Department of State or the U.S. Department of Commerce or any other U.S. Government agency, as applicable, to have access to the Protected Information; and (iii) is not a prohibited person under 18 U.S.C. § 922(d) of U.S. Gun Control Act.

8. **RECORDING DEVICES.** The use of recording or photographic devices on B&R's Premises is prohibited without written permission from the President of B&R Machine or his delegate.

If a recording device is needed during any visit to B&R Machine, I understand I must notify my host.

Initial _____ Date ____/____/20____

9. **NO-SMOKING.** Visitor acknowledges that smoking is prohibited on B&R's premises. Visitor agrees that Visitor will not (i) smoke anywhere on or within 25 feet of B&R's premises; or (ii) bring any matches, lighters or incendiary device into or onto B&R's premises.

10. **INDEMNIFICATION.** Visitor agrees to indemnify and hold harmless B&R, its affiliates, and its and their respective officers, directors, shareholders, employees, representatives, agents, insurers and re-insurers from and against all claims, demands, costs, fines, penalties, reasonable attorney's fees and all other expenses arising from Visitor's failure to comply with the provisions of this Agreement.

11. **CONSIDERATION.** Visitor acknowledges and agrees that Visitor's consent and agreement to enter into this Agreement has been supported by good and valuable consideration, including B&R's agreement to enter into the aforesaid discussions with Visitor and to permit Visitor onto B&R's premises, the receipt and adequacy of which Visitor hereby acknowledges. Visitor represents and warrants to B&R that Visitor has full capacity and authority to enter into this Agreement.

12. **RELIANCE.** Visitor acknowledges and agrees that B&R is entitled to and will rely upon the provisions of this Agreement and the representations and promises made by Visitor in disclosing any Protected Information to Visitor and in proceeding with any discussions with Visitor.

13. **BINDING AGREEMENT; NO MODIFICATION.** All of Visitor's obligations under this Agreement shall be binding upon its successors and assigns. This Agreement shall not be modified except in a writing signed by Visitor and B&R's President, Gerald Renaud. This Agreement shall survive the termination of Visitor's discussions or business relationship and the execution of any other agreement between Visitor and B&R.

14. **JURISDICTION; VENUE** This Agreement shall be construed, enforced, and interpreted under the laws of the Commonwealth of Massachusetts. Any action to enforce this Agreement or any obligation hereunder shall be brought exclusively in a federal or state court sitting in Massachusetts.

15. **ATTORNEYS FEES** Visitor shall reimburse B&R for all costs and expenses, including reasonable attorneys' and related fees, incurred successfully enforcing any part of this Agreement.

16. **NO OBLIGATION TO DISCLOSE.** Nothing contained in this Agreement shall be construed to obligate either party to disclose any information or to negotiate with the other party for any contract or agreement.

17. **INVALIDITY.** If any provision of the foregoing covenants is deemed invalid by a court of competent jurisdiction, the covenant shall be applicable and enforceable to the extent that such court may then or thereafter determine to be reasonable and proper under the circumstances. In the event that any of the foregoing covenants is deemed to be unenforceable, the remainder of such covenants shall not be affected thereby and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

18. **HEADINGS.** The articles headings contained herein are for convenience of reference only and shall not function to limit, expand or interpret any provision of this Agreement.

IN WITNESS WHEREOF, Visitor has set Visitor's hand and seal as of the day and date first set forth below.

VISITOR SIGNATURE DATE
 I AM A U.S. CITIZEN OR LEGAL PERMANENT RESIDENT

B&R INTERNAL USE ONLY: Results attached No results

DATE OF SCREENING: ____/____/20____ PERFORMED BY: _____

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Electronic Device Authorization

Form: #4-48
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The use of recording or photographic devices on B&R's Premises is prohibited without written permission from the President of B&R Machine or his delegate. **Please submit this document to your B&R Host, should you need to use a recording or photographic device.**

Name _____

Company _____

Start Date _____ End Date* _____

**End date cannot be open ended. Record the intended date that electronic devices will not be needed.*

Reason:

Signature: _____ Date: _____

To be completed by B&R Management Members

B&R HOST NAME: _____

Approved? YES NO

Signature: _____ Date: _____

B&R PRESIDENT OR DELEGATE NAME: _____

Approved? YES NO

Signature: _____ Date: _____



Visitor Self Certification

Form: #4-47
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Pursuant to the Federal Gun Control Act 18 U.S.C. s. 922(d) and the Massachusetts Firearms Act M.G.L. 140 s. 131

In order for us to determine your eligibility to work with, around, possess and /or have access to firearms and / or other items controlled under the, the GCA, NFA, and Massachusetts law, please evaluate how the following questions pertain to you:

1. Are you currently the subject of an outstanding arrest warrant in any state or federal jurisdiction?
2. Are you the subject of any pending criminal charges?
3. Are you under indictment in any court for a felony, or any crime, for which you could be imprisoned for more than one year?
4. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant, or narcotic drug, or any other controlled substance?
5. Have you ever been convicted as an adult or adjudicated youthful offender or delinquent child in Massachusetts or any other state or federal jurisdiction for the commission of:
 - (i) a felony?
 - (ii) a misdemeanor punishable by imprisonment for more than 2 years?
 - (iii) a violent crime?
 - (iv) any other crime for which the judge could have imprisoned you for more than one year, even if you received a shorter sentence including probation?
 - (v) a violation of any law regulating the use, possession, ownership, transfer, purchase, sale, lease, rental, receipt or transportation of weapons or ammunition for which a term of imprisonment may be imposed?
 - (vi) a violation of any law regulating the use, possession or sale of a controlled substance?
 - (vii) a misdemeanor crime of domestic violence?

**** You may answer NO if (a) you have been pardoned for the crime, or (b) the conviction has been expunged or set aside, or (c) your civil rights have been restored AND you are not prohibited from possessing or receiving any firearms under the law where the conviction occurred. ****
6. Have you within the last 5 years been (i) committed to any hospital or institution for mental illness, or alcohol or substance abuse; (ii) adjudicated mentally defective (which includes having been adjudicated incompetent to manage your own affairs), or (iii) subject of an order of the probate court appointing a guardian or conservator?
7. Has any firearms license issued under the laws of any state or territory ever been suspended, revoked, or denied?
8. Are you currently subject to: (A) an order for suspension or surrender issued pursuant to §§ 3B or 3C of M.L.G. Ch. 209A or a similar order issued by another jurisdiction (commonly known as a "Restraining Order"); or (B) a permanent or temporary protection order issued pursuant to M.G.L. Ch. 209A or similar order issued by another jurisdiction, including any order described in 18 U.S.C. §922(g) (8) (again, commonly known as a "Restraining Order")?
9. Have you been discharged from the armed forces of the United States under dishonorable conditions?
10. Are you a fugitive from justice?
11. Having been a citizen of the United States, have you ever renounced your U.S. citizenship?

By signing your name below, your response is "NO" to all the preceding questions:

Signature: _____ Date: _____

Name (Print): _____

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