



MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This NDA between Industrial Maintenance Contracting LLC, a Tennessee Corporation, with an address at 14675 HWY 70 N, Monterey, TN 38574 (including its affiliates, collectively, **IMC**) and (Print Name)_____ (**You**) applies when one party to this NDA (**Discloser**) discloses Confidential Information to the other (**Recipient**) and is effective as of (Date)_____. Recipient shall protect Discloser's Confidential Information using the degree of care that the Recipient uses to protect its own Confidential Information of a similar nature and no less than reasonable care.

RECIPIENT SHALL NOT:

- **DISCUSS, DISCLOSE, PUBLISH OR DISSEMINATE ANY OF DISCLOSER'S CONFIDENTIAL INFORMATION.**
- **USE DISCLOSER'S CONFIDENTIAL INFORMATION EXCEPT FOR THE PURPOSE FOR WHICH IT WAS DISCLOSED; OR**
- **MENTION THE OTHER PARTY OR DISCLOSE OUR RELATIONSHIP PUBLICLY, INCLUDING, WITHOUT LIMITATION, IN MARKETING MATERIALS, PRESENTATIONS, PRESS RELEASES OR INTERVIEWS.**

Exceptions to Obligations. Recipient may disclose Confidential Information: (a) to its employees, officers, directors, contractors, affiliates and representatives of Recipient who need to know and who have a written agreement with Recipient requiring them to treat Discloser's Confidential Information in accordance with this NDA (Recipient shall be liable for any breach of this NDA by its affiliates and/or representatives); or (b) to the extent required by law; however, Recipient will give Discloser prompt notice to allow Discloser a reasonable opportunity to obtain a protective order.

Confidential Information. Confidential Information means any information marked with a restrictive legend of Discloser or identified as confidential at the time of disclosure or in a writing within 30 days, or information that a reasonable person would recognize from the surrounding facts and circumstances to be proprietary or confidential. Discloser may disclose Confidential Information in multiple ways, including but not limited to in writing, by delivery of items, by initiation of access to Confidential Information such as may be in a database or access to a facility, or by oral or visual presentation. Confidential Information shall not include information that has been developed independently or already in Recipient's possession without obligation of confidentiality; obtained from a source other than Discloser without obligation of confidentiality; or publicly available when received.

Confidentiality Period. Confidential Information disclosed to Recipient will be subject to this NDA for five years from the date of disclosure or so long as such information remains confidential or proprietary to Discloser.

No Rights or License. Neither this NDA nor any disclosure of Confidential Information grants Recipient any right, title or license under any trademark, copyright or patent now or subsequently owned or controlled by Discloser.

Export Control. Recipient's obligations hereunder are subject to and in addition to those imposed by applicable export control laws and regulations. Nothing in this NDA shall be deemed or interpreted to authorize any export of Confidential Information.

Termination. Either party may terminate this NDA by providing 30 days written notice to the other party; however, the Confidentiality Period and any other terms of this NDA which by their nature extend beyond its termination shall remain in effect. Upon request from

Discloser, Recipient will return or destroy all Confidential Information; provided however, Recipient shall not be required to destroy Confidential Information contained in bona fide backup systems or required for compliance with applicable law.

Breach and Remedies. Both parties agree that monetary damages would be inadequate to compensate Discloser for any breach hereunder and that any such breach shall cause irreparable injury to Discloser. In addition to any other remedies that may be available for such breach, and without proving actual damages, Discloser shall be entitled to obtain injunctive relief against the continued or threatened breach of this NDA. Any failure by You to comply with the obligations hereunder is a material breach and CFS may, at its option, terminate this NDA and any other agreements with you with no further obligation to You.

Disputes. All disputes and controversies arising hereunder that are unable to be resolved through negotiation shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The dispute shall be heard and determined by one impartial arbitrator, who shall be selected by the AAA. The federal rules of civil procedure shall apply with respect to the arbitration. Any arbitration hearings shall take place in the Nashville metropolitan area, on an expedited basis. The findings of the arbitrators shall be final and binding upon both parties. Any award of arbitration may include attorneys' fees and costs, including but not limited to expert witness fees, payable to the prevailing party in the arbitration, as determined by the arbitrator. The parties reserve the right to obtain injunctive relief in a court of law prior to initiating arbitration and reserve the right to file claims in federal court under the Defend Trade Secrets Act of 2016. Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), the Recipient shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

General. This NDA does not require either party to disclose or receive Confidential Information, perform any work, or enter into any business engagement or other agreement. Neither party may assign its obligations hereunder without the other party's prior written consent, and any attempt to do so is void. Only a written agreement signed by both parties can modify this NDA. The laws of the Tennessee shall govern this NDA, without regard to conflict of law principles. This NDA is our complete agreement regarding Confidential Information and replaces all our prior agreements thereon. Any reproduction of this NDA made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and all disclosures of Confidential Information hereunder are subject to it.

Each party accepts the terms of this NDA by signing below and represents that such party has the authority to execute this NDA.

Print Name _____

Industrial Maintenance Contracting LLC



Dennis L Manning Jr

Signatory: _____

Title: CEO / Owner / Industrial Manufacturing Director

Email of signatory: jrmanning@industrialmco.com

Please direct all questions to solutions@industrialmco.com or call us at (704)-856-9494.