**Non-Disclosure Agreement**

This Non-Disclosure Agreement, (the "Agreement") is made on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 2020 (the “Effective Date”) by and between the Suitor (as defined herein) and the Company (as defined herein). As used herein, “Company” means a US based manufacturer of steel components that has engaged Trudeau & Trudeau Associates Inc. ("Trudeau") to advise the Company with respect to a possible transaction (project-named, **Laurel**) regarding the sale of the business and assets, or all of the outstanding equity securities, of the Company, and/or any related transactions as may be mutually agreed between the Suitor and Company (each a "Transaction").

1. Your organization (including, without limitation, its direct and indirect parent, subsidiary and sister entities) is a potential suitor (“Suitor”) regarding a Transaction with the Company and the Company is prepared to furnish Suitor and its Representatives (as defined below) with certain confidential and proprietary information, both written and oral, concerning the business and assets, and equity ownership, of the Company (collectively, the “Evaluation Material). For purposes of this Agreement and without limiting the foregoing, Evaluation Material shall include, without limitation, all information, data, reports, analyses, compilations, studies, interpretations, projections, forecasts, records, ideas, formulae, methods, processes, techniques, technical data, financial information, designs, specifications, prototypes, supplier, employee, vendor, contractor, customer, and distributor identities and arrangements, corporate practices, procedures and other data owned or used by the Company, and other materials (whether prepared by the Company, Trudeau or otherwise and in whatever form maintained, whether documentary, computerized or otherwise) that contain or otherwise reflect information concerning the Company that Suitor or any of its Representatives may be provided by or on behalf of the Company in the course of Suitor’s evaluation of a possible Transaction. The Evaluation Material is the sole property of the Company and any disclosure and/or use of the Evaluation Material other than the use permitted under this Agreement is prohibited. Suitor agrees that the Evaluation Material, which may contain “trade secrets” under prevailing judicial interpretations, are private, confidential, proprietary and valuable, and constitute trade secrets belonging to the Company.
2. The terms of this Agreement shall have control over any additional purported confidentiality requirements imposed by any confidential information memorandum, web-based database or similar repository of Evaluation Material to which Suitor or its Representatives are granted access in connection with the evaluation, negotiation or consummation of the Transaction, notwithstanding acceptance of such a confidential information memorandum or submission of an electronic signature, “clicking” on an “I Agree” icon or other indication of assent to such additional confidentiality and/or use conditions, it being understood and agreed that Suitor’s confidentiality and/or use obligations with respect to the Evaluation Material are exclusively governed by this Agreement and may not be amended except by an agreement executed by Suitor and the Company in writing.
3. To maintain the confidentiality of the Evaluation Material, Suitor agrees and shall direct Suitor’s Representatives: (a) not to use any Evaluation Material or notes, summaries, or other material derived therefrom, whether prepared by Trudeau, the Company, Suitor or others (collectively, "Notes") except to determine whether Suitor wishes to propose to enter into a Transaction with the Company and the terms thereof; (b) not to disclose, or allow the disclosure of, any Evaluation Material or Notes other than to those of Suitor’s officers, directors, managers, members, partners, employees, advisors, investors, agents, consultants and representatives (including, without limitation, Suitor’s attorneys, accountants, financial advisors, and financing sources) (collectively, "Representatives") with a need to know the information contained therein; provided, that such Representatives shall be directed to abide by the confidentiality and use terms of this Agreement; provided, further, that Suitor agrees to be responsible for any breach of the confidentiality and use terms of this Agreement by any of Suitor’s Representatives; and (c) not to disclose that the Evaluation Material has been made available, that Suitor or Suitor’s Representatives have inspected any Evaluation Material, or that Suitor and the Company may be considering a Transaction or have had, are having or propose to have any discussions with respect thereto.
4. The Company (directly or through Trudeau) may elect at any time and for any reason to terminate further access by Suitor to the Evaluation Material. Suitor agrees that upon written request, Suitor will promptly destroy all Evaluation Material and Notes, including without limitation any electronically stored information. Upon written request, Suitor shall confirm in writing to Trudeau and the Company that such Evaluation Material and Notes, if any, have been destroyed in compliance with this Agreement. Notwithstanding the foregoing, Suitor (i) may retain a copy of the Evaluation Material and Notes to the extent such retention is required to demonstrate compliance with law, regulatory authority, or other applicable judicial or governmental order, or to comply with a bona fide internal document retention policy of Suitor, and (ii) shall not be obligated to destroy electronically stored Evaluation Material to the extent that it is contained in an archived computer system backup in accordance with Suitor’s security and/or disaster recovery procedures. Any such Evaluation Material and/or Notes that are not destroyed shall remain confidential, subject to the terms of this Agreement for the duration of the term hereof.
5. This Agreement shall not apply as to particular portions of the Evaluation Material and Notes if such information (i) is or becomes generally available to the public other than as a result of a disclosure by Suitor or Suitor’s Representatives in violation of this Agreement, (ii) as demonstrated by Suitor’s contemporaneous written records, was available to or in the possession of Suitor or Suitor’s Representatives on a non-confidential basis prior to its disclosure to Suitor by the Company, Trudeau or their respective representatives, provided that the source of such information was not known by Suitor to be bound by a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality to the Company regarding such information, (iii) becomes available to Suitor or Suitor’s Representatives on a non-confidential basis from a source other than the Company, Trudeau or their respective representatives when such source is entitled, to the best of Suitor’s knowledge, to make such disclosure, or (iv) as demonstrated by Suitor’s contemporaneous written records, independently developed by Suitor or Suitor’s Representatives without violating any of the obligations hereunder.
6. If Suitor or Suitor’s Representatives are required (by oral questions in a deposition or trial, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Evaluation Material or Notes, it is agreed that Suitor or Suitor’s Representatives may disclose the Evaluation Material without liability hereunder provided Suitor furnish, if permitted by applicable law, the Company with prompt written notice of such request(s)/requirement(s) to disclose, so that the Company may seek an appropriate protective order and/or waive Suitor’s compliance with the provisions of this Agreement in writing.
7. It is understood that Trudeau will arrange for all appropriate contacts for the due diligence process. Unless otherwise agreed to by Trudeau or the Company, all (i) communications regarding any possible Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures in connection with any possible Transaction, will be submitted or directed exclusively to Trudeau and neither Suitor nor Suitor’s Representatives who are aware of the Evaluation Material and/or the possibility of a Transaction will initiate or cause to be initiated any communication, except in the ordinary course of the Company's business, with any stockholder, director, officer, employee, agent or representative of the Company or any customer, supplier, lender or insurer of or to the Company concerning the Evaluation Material or a Transaction.
8. Although the Company and Trudeau will endeavor to include in the Evaluation Material information known to them which they believe to be relevant for the purpose of Suitor’s investigation, Suitor understands and agrees that, except pursuant to the definitive purchase agreement to be entered into between the Company and Suitor, none of the Company, Trudeau or any of their respective affiliates, agents, advisors or representatives (i) have made or make any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material or (ii) shall have any liability whatsoever to Suitor or any of its Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom.
9. Without limiting the generality of the immediately preceding paragraph, the Evaluation Material may include certain statements, estimates and projections with respect to the anticipated future performance of the Company. Such statements, estimates and projections reflect various assumptions made by the Company concerning its anticipated results, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections, and the Company and Trudeau expressly disclaim any and all liability that may be based on such Evaluation Material. The only information that will have any legal effect will be specifically represented in a definitive purchase agreement, subject to such terms, conditions, limitations and restrictions as may be specified therein (it being agreed that in no event will such definitive purchase agreement contain any representation as to the assumptions or projections).
10. Suitor agrees that no contract or agreement providing for any Transaction shall be deemed to exist between Suitor and the Company unless and until Suitor and the Company execute and deliver a final definitive purchase agreement relating thereto (a "Transaction Agreement"), and Suitor hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any Transaction unless and until Suitor and the Company shall have executed and delivered a Transaction Agreement. Suitor also agrees that, unless and until Suitor and the Company shall have executed and delivered a Transaction Agreement, neither Suitor nor the Company will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. Suitor further acknowledges and agrees that the Company reserves the right, in its sole discretion, to reject any and all proposals made by Suitor or Suitor’s Representatives with regard to a Transaction, and to terminate discussions and negotiations with Suitor at any time for any reason. Suitor further understands that the Company shall be free to establish and change any process or procedure with respect to a Transaction as the Company in its sole discretion shall determine (including, without limitation, negotiating with any other interested party and entering into a final definitive agreement relating to a Transaction with any other party without prior notice to Suitor or any other person). All parties hereto agree that Trudeau has no authority to bind the Company to any Transaction, Transaction Agreement, other agreement or to grant waivers for Company hereunder.
11. This Agreement represents the entire understanding between the parties on the subject of Suitor’s authority to receive and use the Evaluation Material, and no modification or variation of this Agreement shall be deemed valid unless provided for in a subsequent agreement signed by the parties hereto.
12. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Delaware. Suitor agrees, that in the event of any breach or threatened breach of this Agreement by the Suitor or any of its Representatives, would cause substantial and irreparable damage to the business and competitive position of the Company, and Company shall be entitled to equitable relief, including injunction and specific performance (without the posting of a bond or other security) and an award against the Suitor and its Representatives of all reasonable legal costs incurred by the Company with respect to the same (or any other action taken by the Company to enforce its rights under this Agreement).

# Except for an obligation of greater length as may be expressly set forth herein, this Agreement and the obligations hereunder shall terminate two (2) years from the date hereof (subject to tolling by a period equal to any period of breach by the Suitor or its Representatives), provided, however, that the Suitor shall maintain the confidentiality of the Evaluation Materials constituting trade secrets in accordance with this Agreement so long as such Evaluation Materials remain a trade secret of the Company. This Agreement may not be assigned by either party without the prior written consent of the other party unless the assignment is made by the Company in connection with the transfer of substantially all of the business to which the Confidential Information relates. This Agreement shall be binding and inure to the benefit of each party's successors and permitted assigns.

# The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

# This Agreement is for the express benefit of the Company and nothing contained herein shall prevent the Company or its successors and assigns, to insist upon or to enforce the performance or observance of any or all of the terms and conditions contained herein.

Trudeau & Trudeau Associates, Inc.

On behalf of the Company

Accepted this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

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Print Suitor Company Name

By: Title: