

## MUTUAL NONDISCLOSURE AGREEMENT

**THIS MUTUAL NONDISCLOSURE AGREEMENT** is made and entered into as of enter a date, by and between EaglePicher Technologies, LLC, a Delaware limited liability company ("EaglePicher") with its main office at 8230 East 23<sup>rd</sup> Street, Joplin, Missouri 64804, and Insert Company Name ("Insert Abbreviated Name") with its main office at Insert Address.

WHEREAS, the parties in connection with the possible business relationship (the "Purpose") being considered between the parties, are prepared to make available to each other certain Confidential Information (as defined below);

WHEREAS, in order to further this relationship, it may be necessary for the parties to disclose certain Confidential Information to the other party;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the parties mutually agree to the following:

1. As used herein, the term "Confidential Information" means any oral or written knowledge, trade secrets, technical data, know-how or other information of any kind, including, but not limited to, that which relates to research, studies, protocols, data, products, product plans, manufacturing or other processes, designs, drawings, services, proposed services, customers, markets, software, hardware, contracts, developments, inventions, patents, patent applications and other intellectual property, surveys, questionnaires, marketing plans and strategies, financial information and any written or oral plans, lists or other documentation of the parties or any of its subsidiaries and affiliates, regardless of how memorialized. Without limiting the generality of the foregoing, Confidential Information includes any reports, analyses, notes or other documents ("Notes") create by either party or their directors, managers, officers, employees, partners, affiliates, agents, advisors or representatives (including without limitation, accountants, attorneys and consultants) (collectively, "Representatives"), that include, summarize or refer to Confidential Information disclosed hereunder. "Confidential Information" shall also include personal data within the meaning of applicable data protection legislation with regard to the processing of personal data and on the free movement of such data, including but not limited to personal data of consumers, customers, and Representatives of either party (collectively, "Personal Data").

2. By execution of this agreement (this "Agreement"), the parties agree to treat, and to direct their Representatives to treat, all Confidential Information confidentially and to observe the terms and conditions set forth herein, and to adhere to all applicable U.S. export laws and regulations (including, but not limited to, not exporting or re-exporting any technical data or products in contravention of U.S. laws). The parties and their Representatives shall not be required to maintain the confidentiality of those portions of the Confidential Information that: (i) becomes generally available to the public other than as a result of a disclosure by a party or their Representatives in violation of this Agreement; (ii) was available to a party on a non-confidential basis prior to the disclosure of such Confidential Information pursuant to this Agreement, provided that the source of such information was not known by a party or a party's Representatives to be bound by a contractual, legal or fiduciary obligation of confidentiality to the other or any of its affiliates with respect to such information; (iii) becomes available to a party on a non-confidential basis from a source other than the disclosing party or the disclosing party's affiliates or their respective Representatives, provided that the source of such information was not known by the receiving party or any of receiving party's Representatives, after reasonable inquiry, to be bound by a contractual, legal or fiduciary obligation of

confidentiality to the disclosing party or any of its affiliates with respect to such information; or (iv) was independently developed by a party without use of or reference to any Confidential Information. Notwithstanding the foregoing, a party shall not, and shall direct their Representatives not to use Personal Data for any purpose other than as set forth in this Agreement.

3. Each party agrees that they will not, and will direct their Representatives not to use the Confidential Information for any purpose other than evaluating and effectuating the Purpose. The parties agree not to disclose or allow disclosure to others of any Confidential Information, except that a party may disclose Confidential Information to their Representatives solely to the extent necessary to permit such Representatives to assist a party in evaluating and effectuating the Purpose, provided, however, that each party shall direct their Representatives to comply with the terms of this Agreement to the same extent as if they were parties hereto, and each party hereby acknowledges and agrees they shall be legally responsible for any violation of the terms of this Agreement by any of their respective Representatives.

4. The parties agree that they shall not, and shall direct their Representatives not to, use the Confidential Information in any way detrimental to either party or any of its affiliates. The parties further agree that, for a period of two (2) years from the date of this Agreement as set forth on the first page, each party and their affiliates will not, because of knowledge or information obtained from the Confidential Information, employ, solicit or cause to be solicited the employment of any employee of the other party. Notwithstanding the foregoing, nothing contained herein shall prevent a party from employing an employee of the other party who responds to a general, non-targeted solicitation or advertisement seeking candidates for employment or with whom a party initiates discussions regarding employment after such person is no longer an employee of the other party or any of its affiliates.

5. The parties understand and agree that no party or their Representatives: (i) has made or makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information; or (ii) shall have any liability whatsoever to the other or their Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom, except as may otherwise be expressly set forth in a definitive written agreement between the parties.

6. In the event that either party, or any Representatives to whom a party discloses any Confidential Information in accordance with this Agreement, is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Confidential Information, such party will give the other party prompt written notice of such request or requirement so that the other party may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and each party will cooperate with the other party to obtain such protective order. In the event that such protective order or other remedy is not obtained or the other party waives compliance with the relevant provisions of this Agreement, the other party (or such other persons to whom such request is directed) will furnish only that portion of the Confidential Information which, on the prior written advice of a party's legal counsel, is legally required to be disclosed and, upon the other party's request, use their best efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information. Notwithstanding the foregoing, both parties and their Representatives may disclose Confidential Information without compliance with the notice and assistance obligations of this Agreement to the extent such disclosure is required in connection with an inquiry by a regulatory authority, self-regulatory authority, stock exchange or bank examiner not targeting the other party; provided that the other party or their Representatives will advise such authorities of the confidential nature of the Confidential Information.

7. If either party shall elect at any time to terminate further access to the Confidential Information for any reason, each party shall, within ten (10) business days of notice from the other party, destroy, and direct their Representatives to destroy, all copies of the Confidential Information, including all Notes, and deliver to the other a written confirmation executed by one of the other party's duly authorized officers indicating that the requirements of this sentence have been satisfied in full. Following any destruction of Confidential Information and Notes, each party and their Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder for the term of this Agreement, which shall be ten (10) years. Notwithstanding the foregoing, each party and their Representatives may each retain Confidential Information: (i) contained in an electronic file created pursuant to a routine backup or archiving procedure, so long as such file is not generally accessible beyond the need for disaster recovery; and (ii) to the extent each party and/or their Representatives are required to do so by applicable law, rule or requirement of a regulatory, supervisory or governmental authority, including the rules of a professional body or by bona fide internal compliance policies and procedures implemented strictly in order to comply with legal and regulatory requirements or professional requirements; provided, that any such retained Confidential Information shall remain subject to the confidentiality, non-use and other obligations of this Agreement for so long as such materials are so retained. Notwithstanding the foregoing or anything to the contrary set forth herein, and notwithstanding any earlier termination or expiration hereof, Confidential Information that constitutes a trade secret shall remain confidential hereunder for as long as such information remains a trade secret under applicable law.

8. The parties shall notify the other immediately in writing of any breach of this Agreement by a party or their party's Representatives or of any unauthorized or accidental access, disclosure, use, destruction, alteration, theft or loss ("Data Breach") of any Confidential Information of which a party or their Representatives become aware, and each party shall cooperate with the other in the investigation and resolution of such Data Breach. In the event of a Data Breach, each party agree to share with the other party any information that will allow the Disclosing Party to understand when, how and why the Data Breach occurred, and what data was affected.

9. The parties hereby agree that money damages may not be a sufficient remedy for any breach of this Agreement by a party or their Representatives, and that in addition to all other remedies available to it, a party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. In the event of litigation or other similar proceeding relating to this Agreement, if a court of competent jurisdiction determines that a receiving party or receiving party's Representatives have materially breached this Agreement, the receiving party will be liable and pay to the disclosing party the reasonable legal fees incurred by a disclosing party in connection with such litigation or other similar proceeding, including any appeal therefrom.

10. This Agreement may only be amended by the execution and delivery of a written instrument duly executed by each party.

11. The parties hereby acknowledge and agree that no failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and that any single or partial exercise thereof shall not preclude any other or further exercise of any right, power or privilege hereunder.

12. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to conflict of laws principles thereof.

13. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any State or Federal court sitting in the State of Delaware over any suit, action or proceeding arising out of or relating to this Agreement. The parties hereby agree that service of any process, summons, notice or document by U.S. registered mail addressed to either party at the address contained herein shall be effective service of process for any action, suit or proceeding brought against either party in any such court. The parties hereby irrevocably and unconditionally waive any objection to the placing of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon either party and may be enforced, by suit upon such judgment, in any other courts to whose jurisdiction either party are or may be subject.

14. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

15. Neither party hereto shall be permitted to assign any of its rights or obligations under this Agreement without the other party's prior written consent.

16. The benefits of this Agreement shall inure to the respective successors and permitted assigns of the parties hereto and the obligations and liabilities assumed in this Agreement by the parties shall be binding upon their respective successors and permitted assigns.

17. This Agreement may be executed in one or more counterparts by facsimile, PDF, DocuSign, or other electronic means, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each party and delivered to the other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first set forth above.

**EAGLEPICHER TECHNOLOGIES LLC**

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

Printed Name:

Title:

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

**INSERT COMPANY NAME**

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

Printed Name:

Title:

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