EAGLEPICHER TECHNOLOGIES

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT is made and entered into this _____ day of _____, 2019 by and between EaglePicher Technologies LLC ("EP"), with its main office at 8230 East 23rd Street, Joplin, Missouri 64804, and _____ ("_____") with its main office at _____.

W I T N E S S E T H :

WHEREAS, EP and _____ are entering into a discussion in which _____ will potentially act as a supplier for EP (the "Transaction"); and

WHEREAS, in order to further these discussions, it may be necessary for EP and _____ each to disclose certain Proprietary Information (as defined below) to the other;

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

1. Definitions.
   a. "Proprietary Information" shall mean any information regarding a Disclosing Party or any of its affiliates, including but not limited to any product design, specification or other technical information, manufacturing or other process information, financial information, customer information, general business information, or market information, received or obtained before, on or after the date hereof, whether or not marked or designated as "Confidential," "Proprietary" or the like, in any form, whether written, oral or otherwise, including electronic or optical data storage and retrieval mechanisms, and including all forms of communication, including but not limited to physical demonstrations, in-person conversations and telephone conversations, and other means of information transfer such as facility tours, regardless of whether any such information is protected by applicable trade secret or similar laws, and any analyses, compilations, reports, memoranda or studies with respect to such information prepared by or on behalf of a Receiving Party or its Representatives.

   b. The "Disclosing Party" shall mean either EP or _____ when revealing its Proprietary Information to the other.

   c. The "Receiving Party" shall mean either EP or _____ when receiving the Proprietary Information of the other.

   d. "Representatives" means any directors, officers, employees, affiliates, representatives, agents, independent contractors or advisors of a person.

2. Upon the transmission, disclosure, observation or receipt of Proprietary Information by, for or to any party hereto:

a. The Receiving Party will not disclose or release the Proprietary Information to any third party, except with the Disclosing Party's prior written authorization and consent, and except to the Receiving Party's Representatives whose duties include evaluating the Proposed Transaction and who need to know the Proprietary Information in order to evaluate the Proposed Transaction, and then only if those Representatives are subject to a legally enforceable obligation to maintain the Proprietary Information according to the terms of this Agreement;

b. The Receiving Party shall be responsible for any disclosure of Proprietary Information by its Representatives in violation of this Agreement and shall enforce confidentiality obligations against its Representatives with respect to Proprietary Information to the fullest extent possible; and

c. Except with the Disclosing Party's prior written authorization and consent, the Receiving Party will not use any Proprietary Information of the Disclosing Party for its own benefit or for the benefit of others, in any manner whatsoever, other than to evaluate and negotiate the terms of the Proposed Transaction.

3. Subject to the provisions of this Agreement, any Proprietary Information given or received under the terms of this Agreement shall be considered to be the sole property, proprietary information and/or trade secret of the Disclosing Party. Nothing in this Agreement will be deemed by implication or otherwise to convey to the Receiving Party any right or license under any patent, patent application, invention, trademark, trade name or other intellectual property interest owned by the Disclosing Party.

4. This Agreement shall not apply to any Proprietary Information which is described in subparagraphs a. through d. below:

a. The Receiving Party demonstrates through business records that the Receiving Party or the Receiving Party's Representatives possessed the Proprietary Information prior to the date of disclosure by the Disclosing Party;

b. The Proprietary Information is or becomes available to the general public otherwise than through any act of the Receiving Party constituting a material breach of this Agreement or any other agreement, provided that the source is not, to the knowledge of the Receiving Party, bound by a confidentiality agreement with, or other legal or fiduciary or other obligation of secrecy or confidentiality to, the Disclosing Party or another party with respect to such information;

c. The Proprietary Information has been lawfully obtained by the Receiving Party or its Representatives from a third party not, to the knowledge of the Receiving Party, bound by a confidentiality agreement with, or other legal or fiduciary or other obligation of secrecy or confidentiality to, the Disclosing Party or another party with respect to such information;

d. The Proprietary Information is independently developed by the Receiving Party, as demonstrated by business records.

5. If a Receiving Party or any of the Receiving Party's Representatives shall be required by subpoena or court order to disclose any of the Proprietary Information, then Receiving Party or the Receiving Party's Representatives, as the case may be, shall provide the Disclosing Party with prompt written notice of such requirement and the following shall apply:

a. If the Disclosing Party or any of the Disclosing Party's Representatives is not a party to the litigation, proceeding or investigation pursuant to which disclosure is sought, then the Receiving Party or the Receiving Party's Representative, as applicable, shall use its best efforts at its sole cost and expense to resist disclosure and, if notwithstanding such efforts disclosure is required, to obtain a protective order or similar remedy, in either case reasonably acceptable to the Disclosing Party; and

b. If the Disclosing Party or any of the Disclosing Party's Representatives is a party to the litigation, proceeding or investigation pursuant to which disclosure is sought, then Receiving Party or the Receiving Party's Representative, as applicable, agrees to cooperate with the Disclosing Party, at the Disclosing Party's sole cost and expense, in the Disclosing Party's efforts to resist disclosure or to obtain a protective order or similar remedy.

If the Receiving Party or any of the Receiving Party's Representatives shall be required by law or government regulation, including without limitation the Securities Exchange Act of 1934 and the rules and regulations of the U.S. Securities and Exchange Commission, notwithstanding the fact that EP is only contractually subject to such laws and regulations, to disclose any of the Proprietary Information, then Receiving Party or the Receiving Party's Representatives, as the case may be, shall provide the Disclosing Party with prompt written notice of such requirement and shall use its best efforts at its sole cost and expense to resist disclosure and, if notwithstanding such efforts disclosure is required, to obtain confidential treatment or similar remedy, in either case reasonably acceptable to the Disclosing Party. Subject to compliance with the foregoing, if Proprietary Information is required by subpoena, court order, law or government regulation to be disclosed, the Receiving Party or the Receiving Party's Representatives may disclose Proprietary Information, but shall not disclose any Proprietary Information until the earlier of (i) a protective order or similar remedy reasonably acceptable to the Disclosing Party having been obtained, or (ii) the Proprietary Information being compelled to be disclosed in order to avoid penalty, sanction, contempt citation or violation of law or regulation. If a Receiving Party discloses any Proprietary Information under this Section, the Receiving Party agrees that it or the Receiving Party's Representatives, as the case may be, shall disclose only that portion of the Proprietary Information which, in the opinion of its counsel, is required by law to be disclosed.

6. Except as otherwise expressly authorized in writing or required by law or government regulation, neither EP nor _____ nor their respective Representatives will disclose to any person

(i) the fact that the Disclosing Party has made Proprietary Information available to the Receiving Party; or (ii) the fact that any discussions or negotiations are taking place concerning the Proposed Transaction, including the status of such discussions or negotiations. Neither EP nor _____ nor any of their respective Representatives shall discuss the terms of a Potential Transaction with, or otherwise communicate with, contact, or attempt to communicate with or contact, any vendor, supplier, or customer of the other party regarding the Potential Transaction, unless such discussion, communication, or contact has been specifically authorized by the other party.

7. At the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all documents, records, notes, computer media, and any other evidence of Proprietary Information provided to the Receiving Party or the Receiving Party's Representatives by the Disclosing Party, or otherwise in their possession or control, and which is in any tangible form, including all copies. The Receiving Party shall also destroy any documents or other materials created by the Receiving Party or the Receiving Party's Representatives containing any Proprietary Information and provide a sworn affidavit to the Disclosing Party confirming such destruction.

8. The parties recognize that in the event the confidentiality provisions of this Agreement are violated, the damages and loss to the Disclosing Party will be immediate, irreparable, and incalculable. The parties therefore agree that in the event of a violation or threatened violation of this Agreement, and in addition to any other remedy to which the Disclosing Party may be entitled, the Disclosing Party shall be entitled to specific performance of this Agreement, and to injunctive relief, whether mandatory or prohibitory, without necessity of posting a bond or security. The Receiving Party agrees not to raise lack of immediate irreparable harm or the availability of monetary damages as a defense to an injunction.

9. This Agreement shall not be deemed to provide a commitment of any kind by any party to enter into any further agreement with the other party or negotiate with the other party. Without limiting the generality of the foregoing, each of EP and _____ acknowledges that the other party and/or its Representatives may provide its own Proprietary Information to, and negotiate with, other persons regarding potential transactions.

10. This Agreement may be terminated by either party upon ten (10) days written notice to the other, provided that the provisions of this Agreement shall survive such termination indefinitely with respect to any Proprietary Information disclosed or obtained prior to the effective date of such termination and any acts or omissions by Recipient or its affiliates or Recipient's Representatives prior to the effective date of such termination.

11. _____ is aware that some of the Proprietary Information provided by EP is export controlled and _____ hereby agrees to comply with all U.S. export laws, rules, regulations, and any amendments thereto, and if applicable, the International Traffic-in-Arms Regulations ("ITAR'). _____ shall not allow any employees, agents, or affiliates who are not US Persons, as defined by the ITAR, to have access to the Proprietary Information

disclosed by EP. No Proprietary Information that is ITAR controlled will be transferred, exported, or re-exported without the approval of EP and the US State Department.

12. Miscellaneous

a. A party's failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenants and conditions. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver of any breach or subsequent breach, nor shall any single or partial exercise thereof preclude or prejudice any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

b. This Agreement is the entire agreement of the parties and supersedes all prior understandings or agreements between the parties with respect to the subject matter set forth herein. Any waiver or modification of any provision of this Agreement must be in a written document signed by the party or parties to be bound by such waiver or modification.

c. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided that no assignment or other transfer of this Agreement shall relieve a party of its obligations hereunder.

d. All notices and other communications with respect to this Agreement shall be in writing and shall be deemed to have been received (i) on the date of delivery when delivered personally or by a courier service (as conclusively evidenced by a report from such service) regardless of whether the recipient is open or any representative is available or signs for such delivery, if delivered prior to 5:00 p.m. on a business day, otherwise on the next business day, (ii) on the date actually delivered if deposited in U.S. certified mail, return receipt requested, or (iii) on the date of telecopy if successfully telecopied (as conclusively evidenced by a transmission report from the sender's telecopy machine indicating error-free transmission) prior to 5:00 p.m. local time of the recipient on a business day, otherwise on the next business day, in any case addressed to the addresses set forth above or returned via email or telecopied as follows:

A. if to EP:

Email: Vicki.Munson@eaglepicher.com
Attention: Vicki Munson/Sr. SCM Director

B. if to _____:

FAX Number: _____
Email: _____
Attention: _____

e. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without regard to principles of conflicts of law. In the event of any litigation with respect to any matter connected with this Agreement, the parties hereto waive all rights to a trial by jury.

f. This Agreement may be signed by copy, and such copy shall be considered an original.

g. This Agreement may be executed in two or more counterparts with the same effect as if the signatures to all such counterparts were upon the same instrument, and all such counterparts shall constitute but one instrument.

h. All headings in this Agreement are for convenience only and are not intended to affect the meaning of any provision hereof.

i. The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

j. This Agreement constitutes the product of the negotiation of the parties hereto and it shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

k. If any provision of this Agreement shall be found by a court of competent jurisdiction to be unenforceable in any respect, then (i) the court shall revise such provision the least amount necessary in order to make it enforceable, and (ii) the enforceability of any other provision of this Agreement shall not be affected thereby.

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

EAGLEPICHER TECHNOLOGIES LLC.

Signature:_____
Printed Name: Vicki Munson
Title: Sr. Director, Supply Chain & Procurement
Date:_____

_____

Signature:_____
Printed Name:_____
Title:_____
Date:_____