

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is made and entered into by and between \_\_\_\_\_ a Pennsylvania Corporation, ("COMPANY"), and \_\_\_\_\_ ("RECIPIENT"), on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WHEREAS, it is anticipated that the parties hereto may provide to each other certain Confidential Information (as defined herein), and the parties desire to protect such Confidential Information from unauthorized use or disclosure, and

WHEREAS, the parties intend to share information for the purpose of evaluating a contractor/subcontractor business relationship, strategic alliance, teaming agreement, joint venture, or licensing of technology, products, and solutions; and

WHEREAS, the parties desire to evaluate such Confidential Information for the purpose of determining their respective interest in defining and evaluating possible transactions or business relationships between them or their affiliates wherein both parties expect to provide to the other party certain Confidential Information;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and in consideration of the undertaking herein stated, the parties agree as follows:

1. *Not an Offer.* This document shall not constitute an offer to enter into any transaction or create any obligation on the part of either party except for the agreements contained herein. No agreements or licenses not explicitly stated herein are to be implied from this Agreement. Any future offers to enter into any transactions or create any obligations on the part of either party shall require a separate written agreement.
2. *Purpose.* Each party agrees to use all Confidential Information (as defined herein) received from or with respect to the other party only for the purpose of the transactions described herein.
3. *Term.* RECIPIENT shall not, without the consent of COMPANY, nor shall COMPANY, without the consent of RECIPIENT, disclose any Confidential Information received from the other for a period of two (2) years. Each of the parties agrees that the Confidential Information with respect to each party is considered and held as a trade secret. In the case of Confidential Information that constitutes a trade secret under applicable law, each of the parties agrees the Non-Disclosure and other obligations hereunder remains a trade secret. Neither party shall be liable for unintentional disclosure of the other's Confidential and/or Proprietary Information, provided that it has used reasonable care to prevent the disclosure thereof, which shall involve all effort necessary and proper care to fully protect the proprietary information.
4. *Non-Disclosure.* Each party shall hold in confidence and not disclose, reveal, publish, disseminate, communicate or transmit to any person or persons, or use for unauthorized purposes, any Confidential Information received from each other directly or indirectly. Both parties will be entitled to make restricted disclosures of some or all of the other's Confidential Information to affiliates, subsidiary companies, employees, attorneys, accountants and advisors, provided that such disclosures will be limited in scope on a need-to-know basis in connection with the analysis and evaluation of the transactions under discussion, and that the recipients shall be informed of the confidentiality of such information and bound to protect it as provided herein.
  - (a) RECIPIENT shall cause its accountants, attorneys, lenders, financial and technical advisors, employees, officers, directors, owners and other agents (collectively referred to as "RECIPIENT Representatives") to keep strictly confidential all Confidential Information received from COMPANY or to which RECIPIENT or such RECIPIENT Representatives gain access by reason of contact with or disclosure by COMPANY, and shall use such Confidential Information solely for the purposes of the transactions described herein.

- (b) COMPANY shall cause its accountants, attorneys, lenders, financial and technical advisors, employees, officers, directors, owners and other agents (collectively referred to as "COMPANY Representatives") to keep strictly confidential all Confidential Information received from RECIPIENT or to which COMPANY or such COMPANY Representatives gain access by reason of contact with or disclosure by RECIPIENT, and shall use such Confidential Information solely for the purposes of the transactions described herein.
  - (c) Each of the parties agrees to give access to Confidential Information of the other, only to those of its Representatives who have a specific need to know of such information in order to administer the transactions and relationship between the parties as described herein. Each of the parties reserves the right, on a case-by-case basis, to require the other to cause specified Representatives of the other to sign an addendum for attachment to this Agreement or other similar agreement evidencing their intent to be bound directly to the party requesting such signature, with respect to such Representative's compliance with the terms herein. The failure of either party to cause any of its Representatives who receive Confidential Information to sign an addendum for attachment to this Agreement, upon request of the other party, shall constitute a breach of this Agreement by such party as shall any subsequent publication or use of such Confidential Information by any such Representative.
5. *Definition of Confidential Information.* For purposes of this Agreement, "Confidential Information" means any and all confidential business, commercial, technical and other information of a party, including, but not limited to, any of the following (whether or not reduced to writing):
- (a) Rights to copyrights, trademarks, trade names and trade secrets; discoveries, processes and/or patents; ideas and/or concepts;
  - (b) Computer software, including object codes, source codes, flow charts, diagrams and documentation; techniques and procedures, processes, systems or configurations;
  - (c) Marketing and development concepts and plans; pricing methods, financial data, customer or supplier lists, statistics, databases; operating policies and procedures; and
  - (d) Any information generated in the ordinary course of business that may be reviewed and/or relied upon by either party.

Confidential Information also includes any information described above which either party obtained from a third party and which the other party treats, or has agreed to treat, as proprietary or has designated as confidential information, including without limitation, any legal opinion relating to any information or material proprietary to such other party.

In the event that Confidential Information is incorporated into or reflected in other documents, such documents shall be deemed Confidential Information subject to the terms of this Agreement.

Confidential information shall not include any information that:

- (a) Is at the time of receipt by the receiving party already known to the receiving party or that is subsequently independently developed by the receiving party without use of the disclosing party's Confidential Information;
- (b) Is or later becomes, generally available to the public other than as a result of a disclosure by the receiving party;
- (c) Is acquired by the receiving party on a non-confidential basis from a source other than the disclosing party or its affiliates, provided such source is entitled to make the disclosure to the receiving party;
- (d) Consists merely of an idea or conception for a product involving the adaptation or combination of known products or product ideas to new environments, markets or equipment; or
- (e) Is required to be disclosed by order, subpoena, statute or regulation; provided, however, that the receiving party shall use its best efforts to give the disclosing party prior notice of any such disclosure so as to afford the disclosing party a reasonable opportunity to seek, at the expense of the disclosing party, such protective orders or other relief as may be available.

6. *Reasonable Protection.* The parties will protect the confidentiality of the Confidential Information with all necessary and proper care to fully protect such confidential information and materials of like kind and agree to take all steps reasonably necessary to protect the Confidential Information of the other and prevent such Confidential Information from entering the public domain or falling into the hands of others not bound by this Agreement or pledged to maintain secrecy of such Confidential Information.
7. *Obligation to Return Confidential Information.* At the conclusion of the business relationship between the parties, or upon demand, all tangible items bearing or disclosing any Confidential Information of a party that is in the possession, custody or control of the other party hereto, including without limitation, written notes, photographs, memoranda, or duplicates, shall be returned by the receiving party or otherwise delivered to the disclosing party upon written request. Each party agrees to acknowledge receipt of such materials in writing to the other. Each party's obligations hereunder to protect and preserve the Confidential Information of the other shall survive any termination of such discussions.
8. *Obligation not to Compete.* During the term of this Agreement, each party and its Representatives shall not, in any capacity, except with the written consent of the other party, use any Confidential Information or any information derived therefrom for the purposes of competing with the other party, either alone or in conjunction with others, or enabling others to compete with the other party. Notwithstanding the foregoing, COMPANY understands and acknowledges that RECIPIENT and its affiliates may presently be competitors of COMPANY and they will continue to be competitors of the RECIPIENT after the date hereof whether or not the parties reach or enter into a definitive agreement.
9. *Equitable Relief.* Each party acknowledges that any breach of this Agreement may cause irreparable harm to the other party and agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement and that either party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach, or threatened breach, of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity. The prevailing party shall be entitled to the award of its reasonable attorney's fees in any action to enforce this Agreement.
10. *Entire Agreement.* This Agreement contains the entire agreement, between the parties concerning its subject matter, and no representations, inducements, promises or agreements, oral or otherwise between the parties with reference to it and not embodied in this Agreement shall be of any force or effect.
11. *Notices.* All notices pursuant to this Agreement shall be sent by overnight courier, registered or certified U.S. mail to Collig, Inc, 767 White Oak Road, Cresco, PA.
12. *Severability.* The provisions of this Agreement are severable, and if any one or more provisions, or its application to any person or circumstance, may be determined to be illegal or otherwise unenforceable, or is determined to be invalid, in whole or in part, then the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable, and the remainder of this Agreement or the application of remaining provisions to other persons or circumstances shall not be affected.

13. *Governing Law.* This Agreement is made under and shall be governed and be construed and interpreted according to the laws of the Commonwealth of Pennsylvania superseded, amended or modified except by written agreement among all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed on their behalf and the undersigned hereby acknowledge and agree to all the terms provisions of this Agreement as of the day and year first written above.

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\_\_\_\_\_

SIGNATURE:

SIGNATURE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title: \_\_\_\_\_

Date:

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

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