

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made as of _____, 2021 (the "Effective Date") between Lee Brass Foundry LLC (together referred to as the "Parties" and individually referred to as a "Party") wish to disclose to each other certain Confidential Information (as defined in Section 1) in connection with a possible business relationship between the parties relating to the buyer and selling of brass castings (the "Purpose"). This Agreement sets forth the terms under which Confidential Information disclosed by one Party ("Discloser") to the other Party ("Recipient") is to be treated. In consideration of the mutual promises and covenants contained in this Agreement, the Parties hereby agree to the following:

1. "Confidential Information" means all information and materials disclosed by Discloser relating to Discloser's business or operations, including, without limitation, manufacturing, technical or marketing information, business plans, financial statements, operating costs or assets, pricing, merchandising, sales and/or advertising and promotional information, know-how, trade secrets, formulas, blueprints, drawings, renderings, specifications, samples, models, prototypes, designs, technology, research, products, developments, inventions, manufacturing processes, production techniques, the names of existing and prospective customers, suppliers and subcontractors, and other valuable proprietary information, and any analyses, notes and other documents prepared by Recipient that uses or contains the Confidential Information. "Confidential Information" includes confidential information that was disclosed by Discloser to Recipient prior to the date hereof as well as information provided on or after the date hereof, provided however, that Recipient's obligations to protect the Confidential Information as set forth in this Agreement shall not begin until the Effective Date. Notwithstanding the foregoing, Confidential Information shall include information that is disclosed orally or through visual inspection and noted as confidential upon such disclosure and summarized in writing by Discloser within thirty (30) days of such initial disclosure (with respect to information disclosed prior to the Effective Date, within thirty (30) days after the Effective Date) stating that such information is to be treated as confidential. "Confidential Information" shall also include any information satisfying the definition of "Confidential Information" set forth above, regardless of whether such information is communicated in writing, orally or by any form of electronic communication, including, without limitation, e-mail or voicemail.

2. Recipient (and Recipient's employees, consultants, advisors, subcontractors and contract manufacturers as permitted in Section 3) shall use Discloser's Confidential Information only for the Purpose. Recipient shall not use Discloser's Confidential Information in any way that is competitive with or otherwise detrimental to Discloser.

3. Recipient shall take reasonable security precautions, using at least the same degree of care used to protect its own important confidential or proprietary information, but in any case no less than a reasonable degree of care, to keep Discloser's Confidential Information confidential. Recipient shall not disclose, make available or permit or suffer to be made available Discloser's Confidential Information to any person or entity other than Recipient's employees, consultants, advisors, subcontractors and contract manufacturers who have

a need to know such information to fulfill the Purpose, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement containing disclosure and use restrictions that are at least as protective of the Confidential Information as those set forth in this Agreement.

4. The restrictions of this Agreement on the use and disclosure of Confidential Information shall not apply to information that Recipient can prove: (a) was publicly known at the time of Discloser's communication thereof to Recipient; (b) becomes publicly known through no action or fault of Recipient subsequent to the time of Discloser's communication thereof to Recipient; (c) was in Recipient's possession free of any obligation of confidence at the time Discloser's communication thereof to Recipient or any obligation created under this Agreement; (d) was developed by Recipient independently of and without reference to any of Discloser's Confidential Information or other information that Discloser disclosed in confidence to any third party; (e) was rightfully obtained by Recipient from a third party authorized to make such disclosure without restriction; or (f) was identified by Discloser in writing as no longer proprietary or confidential.

5. In the event that Recipient is required by law, rule, regulation, court order or order of any governmental body or agency or any national securities exchange to disclose any of Discloser's Confidential Information, Recipient shall (a) provide Discloser prompt notice of such requirement (or related request); (b) consult with Discloser before making any such disclosure; and (c) cooperate fully with Discloser in Discloser's efforts, if any, to obtain a protective order or otherwise avoid disclosure of any such Confidential Information. If, in the absence of a protective order, Recipient or any of its employees, consultants, advisors, subcontractors and contract manufacturers is, in the written opinion of Recipient's outside counsel, compelled or required to disclose the Confidential Information, Recipient or such employees, consultants, advisors, subcontractors and contract manufacturers, as the case may be, may disclose such Confidential Information to the extent compelled or required to do so without liability hereunder.

6. Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Discloser's Confidential Information, or any breach of this Agreement by Recipient, and will cooperate with Discloser in every reasonable way to assist Discloser in regaining possession of the Confidential Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use.

7. All Confidential Information, including information contained in computer software or stored in computer memory or on storage media, is and shall remain the sole and exclusive property of Discloser. All Confidential Information in tangible form shall be returned to Discloser or destroyed promptly upon Discloser's written request at any time or upon the termination or expiration of this Agreement, and shall not thereafter be retained in any form by Recipient, its affiliates, or by any employees or independent contractors of Recipient; provided, however, Recipient is permitted to retain one copy of the Confidential Information for its legal files.

8. No licenses or rights under any patent, copyright, trademark, trade secret or other intellectual property laws are granted or implied by this Agreement. This Agreement shall not be construed as obligating either Party to purchase from or provide to the other Party any product or service, to provide the other Party with Confidential Information, or to negotiate or hold discussions with the other Party.

9. The obligations of confidentiality, non-disclosure and non-use set forth in this Agreement terminate five (5) years from the later of (a) termination of the business relationship between the Parties, (b) the date of the last disclosure of Confidential Information, or (c) until superseded by further written agreement of the Parties; provided, however, that the obligations under this Agreement shall remain in effect indefinitely with respect to any Confidential Information that constitutes a trade secret under applicable trade secret laws.

10. To the extent that any Confidential Information may include materials subject to the attorney-client privilege, Discloser is not waiving and will not be deemed to have waived or diminished its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any Confidential Information (including Confidential Information related to pending or threatened litigation) to Recipient, regardless of whether Discloser has asserted or is or may be entitled to assert such privileges and protections.

11. The Parties acknowledge that the Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to Discloser for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Discloser shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

12. Neither Party shall assign any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

13. No failure or delay in exercising any right, power, or privilege arising under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any such right, power, or privilege.

14. This Agreement is the complete agreement of the Parties concerning the subject matter hereof and supersedes and terminates any prior agreements with respect to such subject matter. This Agreement may not be amended or in any manner modified except by written instrument signed by authorized representatives of both Parties. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama without regard to its choice of law provisions. By signing this Agreement, both Parties agree to submit to the exclusive jurisdiction and venue of federal or state courts of the State of Alabama, County of Calhoun.

15. If any provision of this Agreement is found to be unenforceable, it shall be deemed severed from this Agreement and the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the effect intended by the Parties.

16. THE CONFIDENTIAL INFORMATION IS PROVIDED AS IS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE. Discloser shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance upon, any Confidential Information.

17. Recipient agrees that it shall adhere to all U.S. Export Administration laws and regulations and shall not export or re-export any technical data or products received from Discloser, or the direct products of such technical data, to any proscribed country listed in the then-current U.S. Export Administration Regulations unless properly authorized by both Discloser and the U.S. Government.

18. This Agreement may be executed in two (2) or more counterparts, by facsimile or other electronic means, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

LEE BRASS FOUNDRY LLC

By: _____

Its: _____

By: _____

Its: _____