

## NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (this “Agreement”) is made and entered into on this 28th day of November, 2018, by and between **C. Edwin Allman III, Trustee for Ei, LLC, Product Quest Manufacturing, LLC and other related companies in Chapter 7 bankruptcy proceedings** (the “Company”), and \_\_\_\_\_, a \_\_\_\_\_ (the “Receiving Party,” and together with the Company, the “Parties”). For purposes of this Agreement, the term “Company” shall also include all subsidiaries and other affiliates of the Company.

**WHEREAS**, the Company wishes to disclose to the Receiving Party, on a strictly confidential basis, information concerning the Company’s business including, but not limited to, information concerning the assets and liabilities of the Company (the “Possible Transaction”); and

**WHEREAS**, as an express condition to the Company’s willingness to disclose any such information to the Receiving Party, the Parties have agreed to enter into this Agreement, regarding the Receiving Party’s care, safeguarding and treatment of all Confidential Information disclosed to the Receiving Party and other matters.

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby agree as follows.

1. Certain Definitions.

(a) “Confidential Information” means any information concerning the Company, whether written or oral, including but not limited to information concerning the Company’s business, markets, plans, projections, financial results or financial information, products, services, pricing, actual or prospective customers, suppliers, or vendors, furnished by or on behalf of the Company (including, but not limited to any and all trade secrets of the Company), whether disclosed now, hereafter or at any time in the past, to the extent that the same are treated as confidential or proprietary by the Company. Confidential Information shall also include any and all information regarding the Possible Transaction that is disclosed by or on behalf of the Company, whether to the Receiving Party or the Receiving Party’s Representatives. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is or becomes generally available to or known by the public at large (other than as a result of a disclosure by the Receiving Party in breach of any of its obligations under this Agreement); or (ii) which the Receiving Party can demonstrate is or becomes available to the Receiving Party from a source other than the Company, provided that such source is not subject to a confidentiality agreement or similar agreement with the Company. “Confidential Information” shall also include, but not be limited to, all memoranda, notes, reports, lists, documents, and other media, whether in written, electronic or any other form, to the extent that the foregoing contain or are related in any way to any “Confidential Information.”

(b) A “Representative” of a Party shall include a Party’s directors, officers, managers, employees, contractors and agents. Representatives shall also include each Party’s attorneys, accountants and other professional service providers.

2. Use of Confidential Information. The Receiving Party shall maintain the strict confidentiality of any Confidential Information that it receives and shall not disclose any part of it to any other person; provided, however, that the Receiving Party may disclose any Confidential Information or portions thereof to those of its Representatives who need to know such information to evaluate the Possible Transaction, and the Receiving Party may also disclose any Confidential Information in accordance with Section 4 hereof, subject to the limitations set forth thereunder. The Receiving Party shall keep all Confidential Information strictly confidential as set forth hereunder, and limit the dissemination and availability of Confidential Information, as set forth hereunder. The Receiving Party further agrees that the Receiving Party and its Representatives will not use any of the Confidential Information for any reason or purpose other than to evaluate the Possible Transaction. The Receiving Party shall be strictly liable for enforcing the terms of this Agreement as to its Representatives and the confidentiality of the Confidential Information and shall take all such actions, legal or otherwise, to the extent necessary to cause them to comply with the terms and conditions of this Agreement and thereby prevent any disclosure of the Confidential Information by any of the Receiving Party’s Representatives (including but not limited to all actions that the Receiving Party would take to protect its own trade secrets and confidential information).

3. Representatives. The Receiving Party shall inform each of its Representatives in writing as to the existence of this Agreement; and each such Representative shall agree to be bound by the provisions of this Agreement. The Receiving Party shall be strictly liable for any breach of the confidentiality provisions of this Agreement by any of its Representatives, whatsoever and without exception.

4. Subpoenas, etc. If the Receiving Party or any of its Representatives become required by law or applicable legal process (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by or on behalf of the Company, to the extent not legally prohibited, the Receiving Party shall provide the Company with prompt prior written notice of such requirement and the terms of and circumstances surrounding such requirement so that the Company may seek as appropriate protective order or other remedy, or waive compliance with the terms of this Agreement, and the Receiving Party, at the Company’s expense, shall provide such commercially reasonable cooperation with respect to assisting the Company in obtaining a protective order or other remedy as the Company shall reasonably request. If a protective order or other remedy is not obtained, or if the Company is required to waive compliance with the provisions hereof, the Receiving Party may, disclose only that portion of such Confidential Information which the Receiving Party is advised by legal counsel is legally required to be disclosed.

5. Termination of Negotiations of a Possible Transaction. If either Party decides that it wishes to cease discussions with the other Party regarding the Possible Transaction, it will promptly advise the other Party of that decision in writing. In such event, the Receiving Party promptly will return to the Company all copies of any Confidential Information in its possession or under its control, regarding the Company, and the Receiving Party will promptly destroy all copies of any

analyses, compilations, derivatives, studies or other documents prepared by the Receiving Party or any of its Representatives, which contain or reflect any Confidential Information regarding the Company. Upon written request by the Company, any destruction required pursuant to this Section 5 shall be certified in writing to the Company by the Receiving Party or an authorized officer of the Receiving Party, if applicable. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Representatives will continue to be bound by its obligations of confidentiality and other obligations under this Agreement.

6. Further Non-Disclosure Obligations of Receiving Party. Without the prior written consent of the Company, Receiving Party will not disclose to any person (other than its Representatives) that any investigations, discussions or negotiations, are taking place concerning a Possible Transaction, that Receiving Party has requested or received Confidential Information from the Company, or any of the terms, conditions or other facts with respect to any Possible Transaction, including the status thereof, except as otherwise required by law.

7. Accuracy of Materials. The Company makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information provided by it or its Representatives to the Receiving Party or Receiving Party's representatives.

8. No Commitment. Neither Party shall have any legal obligation of any kind whatsoever with respect to the payment of any fees or commissions, or the obligation to pursue any engagement or transaction or other arrangement by virtue of this Agreement, except for the matters specifically agreed to herein. Each Party shall be free to conduct or terminate the process whereby it may enter into any transaction or other arrangement as such Party in its sole discretion shall determine. Neither this Section 8 nor any other provision in this Agreement can be waived or amended except by written consent of the Parties.

9. Equitable Remedies. The Parties acknowledge that money damages may not be an adequate remedy for breach of this Agreement because of the difficulty of ascertaining the amount of damage that may be suffered in the event that this Agreement is breached. Therefore, the Company shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the Receiving Party in addition to all other remedies available to the Company at law or in equity.

10. Integration. This Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, agreements and understandings among the Parties with respect to the subject matter hereof, whatsoever and without exception.

11. Modification, Term and Other General Provisions. This Agreement may not be modified, amended or waived except in a writing signed by the Party against whom such modification, amendment or waiver is asserted. The covenants and obligations of the Parties set forth in this Agreement shall survive the delivery of a termination notice and, unless otherwise prescribed in this Agreement, shall never expire. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason, including extent, duration, or scope, then

the Parties shall agree to reduce any such unenforceable provisions, to the minimum extent required by law to make such provisions enforceable for all purposes contemplated by this Agreement.

12. Governing Law and Choice of Venue. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any principles of conflicts of law that would require the application of the law of any other jurisdiction, and any action directly or indirectly related to the enforcement of this Agreement shall be commenced only in the state or Federal courts located within Volusia County, Georgia. Each Party irrevocably consents to the jurisdiction and venue of such courts and waives any objection related thereto.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

14. Expenses. In the event of any legal challenge under this Agreement, the non-prevailing Party will be required to pay to the prevailing Party all legal expenses reasonably incurred by the prevailing Party to enforce its rights hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the respective dates first set forth below.

**THE COMPANY:**

**THE RECEIVING PARTY:**

**Ei, LLC and Product Quest Manufacturing,  
LLC and other related companies in  
Chapter 7 bankruptcy proceedings**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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