

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between Sherman+Reilly, Inc., (“S+R”) a corporation with offices at 400 West 33<sup>rd</sup> St., Chattanooga, TN 37410, and \_\_\_\_\_ (the “Company”), a \_\_\_\_\_ with offices at \_\_\_\_\_ (collectively, the “parties”).

WHEREAS, each of the parties is in possession of certain proprietary and confidential data and information relating to its respective business, customers and business opportunities; and

WHEREAS, each of the parties desires to exchange, and desires to receive, such information for the purpose of evaluating one or more potential transactions.

NOW THEREFORE, in consideration of the mutual disclosure of this information and the covenants made herein, the parties agree to disclose this information to each other subject to the following terms and conditions:

1. Potential Transaction Defined. The parties are evaluating a possible transaction involving S+R’s [sale of products/purchase of materials] and/or assistance with Company’s [development of a project] (collectively, the “Potential Transaction”). In connection with the Potential Transaction, the parties have requested, or may be receiving, from each other information of a non-public nature for use by each of the parties and its officers, directors, agents, employees and representatives, including financial and legal advisors, on a need-to-know basis (“collectively, the Representatives”).

2. Confidential Information Defined. The parties acknowledge that, in the course of their consideration of the Potential Transaction, and in the course of any concurrent or subsequent discussion between the parties or their Representatives relating to the Potential Transaction, each of the parties may receive certain confidential or proprietary information (“Confidential Information”). Confidential Information includes non public information from, or about, either of the parties or its affiliates, including but not limited to technical, financial and business plans and models, names of customers or partners, proposed business deals, reports, market projections, software programs, data or any other confidential or proprietary information relating to the Potential Transaction. Confidential Information as used herein also includes (i) the fact that the Confidential Information has been made available to, or is being inspected, or evaluated, by, the receiving party, (ii) the fact that such discussions and negotiations are taking place concerning the Potential Transaction or other related transactions between the parties and (iii) any of the terms, conditions of other facts with respect to the Potential Transaction or other related transactions including the status thereof. Confidential Information as used herein also includes information supplied by either of the parties to the other prior to the execution of this Agreement, and such Confidential Information shall be considered in the same manner, and be subject to the same treatment, as the Confidential Information made available after the execution of this Agreement. Confidential Information in verbal form shall be confirmed in writing as being Confidential Information within fifteen (15) days from the date of disclosure.

3. Exclusions from Definition. Confidential Information as used herein does not include any information which (i) is already known to the receiving party at the time that it is disclosed to the receiving party; provided that such prior knowledge can be substantiated by written records and documents or (ii) is or has become generally known to the public through no wrongful act of the receiving party, or (iii) is obtained by the receiving party from a third party who has the right, to the best of the receiving party's knowledge, to disclose the information, or (iv) is or has been approved for release by a written authorization by the disclosing party, or (v) is independently developed by the receiving party without use directly or indirectly of the Confidential Information received from the disclosing party; provided, that such independent development can be substantiated by written records and documents.

4. Non-Disclosure. A receiving party shall maintain the confidentiality of any Confidential Information and shall not disclose such Confidential information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information in connection with the receiving party's evaluation thereof and determination of business strategies, or other actions in connection with the Potential Transaction. Representatives shall be informed by the receiving party of the confidential nature of the Confidential Information confidentially, except with the prior written consent of the other party hereto or as otherwise permitted hereunder. Each receiving party agrees to be responsible for any breach of this Agreement by its Representatives.

5. Compliance with Legal Process. In the event that the receiving party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process or, in the opinion of counsel for such party, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, such party shall promptly notify the other party of such request or requirement prior to disclosure so that the other party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. If, however, in the opinion of counsel for the receiving party such party is, nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then the receiving party may disclose such Confidential Information without liability to the disclosing party hereunder.

6. Ownership; Return of Information. No license to either of the parties, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Confidential Information to either of the parties. All Confidential Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of the disclosing party. Within ten (10) days following the receipt of a written request referencing this Agreement and this paragraph from either of the parties disclosing Confidential Information hereunder, the receiving party shall deliver to the disclosing party all tangible materials containing or embodying the Confidential Information which has been incorporated into analyses, compilation, comparisons, studies or other documents prepared by the receiving party or its Representatives, *provided, however*, that receiving party and its Representatives may retain one copy of such material to the extent necessary to comply with applicable law, regulation or bona fide document retention policies. Any electronic backup data and other copy of Confidential Information retained by receiving party or its Representatives pursuant to the preceding sentence shall remain subject to all restrictions and obligations contained in this Agreement.

7. Remedies for Breach. Each of the parties understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the disclosing party shall be entitled to seek injunctive or other equitable relief to remedy or forestall such breach or threatened breach. Such remedy shall not be deemed to 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 parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

8. Right to Disclose, No Further Obligations. Each disclosing party warrants that it has the right to disclose to each receiving party all Confidential information which it has disclosed or will disclose to the other party pursuant to this Agreement, and each party agrees to indemnify and hold harmless the other from all claims by a third party related to the wrongful disclosure of such third party's information. Otherwise, the parties make no representations or warranties, express or implied, with respect to the Confidential Information disclosed hereunder. No party shall be liable for indirect, incidental or consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Agreement. Further, the parties agree that this Agreement does not obligate either of the parties to enter into any further agreements or to proceed with any possible relationships, joint venture or other transaction.

9. Term; Termination. Either of the parties may terminate the exchange of Confidential Information under this Agreement at any time by written notice to the other party specifically referencing this Agreement. In any event, however, the obligations of each of the parties to maintain the confidentiality of the Confidential Information it has received under this Agreement shall continue for a period of three (3) years after such termination.

10. No Waiver; Amendment; Exclusive Agreement. No failure or delay by either of the parties in exercising any right, power, or privilege hereunder 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 other right, power or privilege hereunder. This Agreement shall not be modified, supplemented or amended except by a writing signed by both parties hereto. This Agreement represents the exclusive agreement between the parties in connection with the subject matter hereof.

11. Applicability to Affiliates. Any Confidential Information disclosed by an affiliated company of either of the parties which would otherwise constitute Confidential Information hereunder if disclosed by either of the parties, shall be deemed to constitute Confidential Information under this Agreement, and the rights of such party under this Agreement may be enforced by any such affiliate as if such affiliate were also a party to this Agreement. Each of the parties may disclose any Confidential Information received hereunder to the Representative of any of its affiliated companies; provided, that such Representatives need to know such Confidential Information; and provided further that such Representative comply with the provisions of this Agreement.

12. Governing Law. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of Tennessee without regard to the conflict

of law provisions thereof. This Agreement may be signed by the parties in counterpart and via facsimile.

IN WITNESS WHEREOF, the parties have executed and delivered this Non-Disclosure Agreement effective as of the date first written above.

Company: \_\_\_\_\_

S+R: Sherman+Reilly, Inc.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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