

Non-Disclosure Agreement for CR409 - VIP Jet Interiors

This Non-Disclosure agreement (“Agreement”) is entered into as of the date written below (“Effective Date”) between the undersigned prospective buyer (“Prospective Buyer”), and ClearRidge, LLC, an Oklahoma Limited Liability Company (“Business Advisor”), for the benefit of Prospective Buyer, Business Advisor and the herein identified client of Business Advisor: **CR409 - VIP Jet Interiors** (“Business”). The Business has the right to enforce this Agreement, independent of the Business Advisor.

Prospective Buyer desires to review and evaluate, on the terms set forth below, certain confidential and proprietary information relating to the Business. Such information is provided solely in connection with the solicitation of an offer to purchase assets, acquire or make an investment in the Business, and is solely for the use of sophisticated industry and/or institutional investors who are qualified to make their own investment decisions based upon independent analysis. Sensitive and proprietary information may include but is not limited to the name, equity holders, location, availability for purchase, finances, strategies, contracts, inventory, intellectual property, know-how, trade secrets, marketing materials, suppliers, customers, employees, and all other information, whether tangible, intangible, printed, electronic, oral or otherwise, disclosed hereunder relating to the Business (collectively, the “Confidential Information”). Confidential Information does not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by Prospective Buyer in breach of this Agreement; or (ii) is or becomes available to Prospective Buyer or its Representatives (defined below) on a non-confidential basis from a source other than the Business or Business Advisor, provided that such source is not bound by a confidentiality agreement with respect to such information; or (iii) is known by Prospective Buyer or its Representatives prior to signing this Agreement; or (iv) has been independently acquired or developed by Prospective Buyer or its Representatives without violating its or any of their respective obligations under this Agreement.

NOW, THEREFORE, in consideration of the benefits to Prospective Buyer described herein, Prospective Buyer agrees as follows:

- 1) To keep confidential, and not disclose or make accessible to any person or entity, any of the Confidential Information without prior written consent from Business Advisor, except as required by law, regulation or legal process. Prospective Buyer further agrees not to use or permit the use of Confidential Information for any purpose except the potential acquisition of Business by Prospective Buyer. To that end, Prospective Buyer may disclose Confidential Information to its directors, officers, employees, advisors, potential financing sources and agents (all of the foregoing who receive Confidential Information either directly from or indirectly on behalf of a party, collectively, such party’s “Representatives”) who (i) need to know the Confidential Information for the purpose of evaluating Business (ii) are informed of the confidential nature of the Confidential Information, and (iii) are directed to take obligations of confidentiality consistent with those contained in this Agreement. Prospective Buyer shall take commercially reasonable action necessary to ensure compliance with this Agreement by its Representatives, and will be responsible and liable for any breaches thereof.
- 2) To not contact, engage, hire or employ the owners, directors or employees of Business, except within the ordinary course of business unrelated to the potential transaction, without Business Advisor’s prior consent, provided, however, that Prospective Buyer shall not be prohibited from engaging in general solicitations for employment or hiring any such person who responds to such general solicitation for employment. Except within the ordinary course of business unrelated to the potential transaction, to keep confidential all communication between Business, Business Advisor and Prospective Buyer, in particular to refrain from any communication with customers and vendors of the Prospective Buyer or Business related to the transaction. Furthermore, unless otherwise required by law, Prospective Buyer agrees to keep confidential and not disclose the fact that any communication exists between Business, Business Advisor and Prospective Buyer and keep confidential the fact that the Business is considering a sale.
- 3) Upon the written request from Business or Business Advisor, all Confidential Information including all copies thereof and all other documents containing or derived from Confidential Information such as reports, notes or evaluations will be returned to Business Advisor or destroyed, at Prospective Buyer’s option. Upon the written request from the Business or Business Advisor, Prospective Buyer will certify in writing that all such Confidential Information has been destroyed, unless otherwise required by law, regulation or Prospective Buyer’s internal document retention policies.
- 4) Prospective Buyer acknowledges and agrees that (i) the Confidential information has competitive value and any breach of this Agreement may cause Business and Business Advisor immediate, substantial and irreparable harm, the value of which would be very difficult to determine (ii) monetary damages alone may not be a sufficient remedy for any breach of this Agreement (iii) and, in addition to all other remedies, Business Advisor and/or Business shall be entitled to seek equitable relief, including, without



limitation, injunction and specific performance, in the event of any breach of this Agreement, in addition to all other remedies available to Business Advisor or the Business at law or in equity.

5) Prospective Buyer acknowledges that Business Advisor is acting as an advisor to Business, has an exclusive representation agreement with Business regarding such, and that Business Advisor shall look solely to Business for compensation. Business Advisor is not an agent or Representative of Prospective Buyer and shall have no obligations or duties to Prospective Buyer under this Agreement or otherwise. Prospective Buyer shall conduct all discussions, correspondence, negotiations, offers and all other activities relating to Business solely through Business Advisor so long as Business Advisor is engaged by Business for the purpose of representation. Prospective Buyer will have an opportunity to ask questions of, and receive answers from a Representative of the Business concerning the terms and conditions of this offering and to obtain additional information necessary to verify the accuracy of the information contained in the Confidential Information, to the extent such Representative of the Business possesses or can acquire such information without unreasonable effort or expense.

6) Prospective Buyer agrees that all Confidential Information is provided for the convenience of Prospective Buyer and that Business Advisor makes no representations or warranties of any kind, express or implied, as to the Confidential Information, including without limitation any representations or warranties as to the reliability, accuracy, or completeness of the Confidential Information.

7) Prospective Buyer agrees that the Confidential Information includes certain projections and estimates, which reflect good faith assumptions based upon discussions with and data provided by the Business. Such projections and estimates may or may not prove correct and should not be viewed as facts, as there can be no assurance such projections and estimates will be realized.

8) Business Advisor and the Business do not undertake any obligation to provide additional information or to correct or update any information set forth in the Confidential Information. Such information shall not be deemed an indication of the state of affairs of the Business nor shall it constitute an indication that there has been no change in the business or affairs since the date thereof. Neither Business Advisor nor the Business undertakes any obligation to provide interested parties with access to additional information. Business Advisor and the Business reserve the right to modify or terminate the process it is undertaking with respect to the Business or to reject any or all proposals for any reason whatsoever and without giving any reasons thereof.

9) Prospective Buyer represents and warrants that (i) Prospective Buyer has knowledge and experience in financial and business matters and is capable of independently evaluating the merits and risks of an investment in Business, and (ii) Prospective Buyer will, at its expense, independently verify and evaluate all information relating to Business to its own satisfaction, with legal and financial counsel as Prospective Buyer deems necessary and appropriate, without any reliance upon Business Advisor. Business Advisor shall have no liability whatsoever regarding or with respect to Confidential Information and any acts or omissions therein, or any other issue related to the Confidential Information, this Agreement, Business, or any transaction or arrangement that may ensue from or result between Prospective Buyer and Business. Business Advisor has not independently verified the accuracy or completeness of information provided by the Business.

10) Business is the primary beneficiary of this Agreement. In the event Business Advisor waives any of Prospective Buyer's obligations under this Agreement, such shall not constitute a waiver of any other provision or obligation of Prospective Buyer contained in this Agreement or of Prospective Buyer's obligations to Business. This Agreement is the entire agreement between the parties hereto as it relates to the matters contained herein and supersedes all other agreements, and shall not be modified except in writing.

11) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of laws principles. Facsimiles of this executed Agreement will be treated as original documents and are valid and binding on all parties referenced in this Agreement.

12) This Agreement will expire two (2) years from the Effective Date.

Date: _____

Prospective Buyer: _____

Phone: _____

Signed By: _____

Address: _____

Print Name: _____

City, State, Zip: _____

Title: _____

Email: _____

On execution, please send to Matthew Bristow. Facsimile: (918) 392-2904 or MBristow@ClearRidgeCapital.com



Securities offered through M&A Securities Group, Inc., member FINRA/SIPC.
Managing Directors of ClearRidge are registered investment banking agents with M&A Securities.