

Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into this _____ day of _____, 2024, by and between Ingalls & Co. LTD, hereinafter refereed to as Ingalls & Co, with a business address of 3832 Savoy Drive, Fair view Park, Ohio and _____, hereinafter referred to as the ‘Interested Party,” with a personal and/or business address of _____. Ingalls & Co and the Interested Party are collectively hereinafter referred to as the “Parties.”

The Parties are interested in exploring a potential business opportunity (the “Opportunity”). In order to adequately evaluate whether the Parties would like to pursue the Opportunity, it is necessary for Ingalls & Co to exchange certain confidential information.

IN CONSIDERATION OF disclosing and receiving confidential information, the parties agree as follows:

Section 1 — Confidential Information

The confidential information (“Confidential Information”) includes any information that is only known by the disclosing Party, and not known by the general public at the time it is disclosed, whether tangible or intangible, and through whatever means it is disclosed.

Confidential Information does not include information that:

1. the Interested Party lawfully gained before the disclosing Party actually disclosed it;
2. is disclosed to the Interested Party by a third party who is not bound by a confidentiality agreement;
3. becomes available to the general public by no fault of the Interested Party; or
4. is required by law to be disclosed.

Section 2 — Use of Confidential Information

During the course of this Agreement, the Interested Party will have access to and learn of Ingalls & Co's Confidential Information, including trade secrets, industry knowledge, and other confidential information. The Interested Party will not share any of this proprietary information at any time. The Interested Party also will not use any of this proprietary information for the personal/business benefit at any time. This section remains in full force and effect even after termination of the Parties' relationship by its natural termination or early termination by either Party.

The Interested Party may disclose the Confidential Information to its personnel on an as-needed basis. The personnel must be informed that the Confidential Information is confidential and the personnel must agree to be bound by the terms of this Agreement. The Interested Party is liable for any breach of this Agreement by their personnel.

In the event that the Interested Party loses Confidential Information or inadvertently discloses Confidential Information, the Interested Party must notify Ingalls & Co within twenty-four (24) hours. The Interested Party must also take any and all steps necessary to recover the Confidential Information and prevent further unauthorized use.

In the event the Interest Party is required by law to disclose Confidential Information, the Interest Party must notify Ingalls & Co of the legal requirement to disclose within three (3) business days of learning of the requirement. Notices must be made in accordance with **Section 9** of this Agreement.

Section 3 — Ownership and Title

Nothing in this Agreement will convey a right, title, interest, or license in the Confidential Information to the Interested Party. The Confidential Information will remain the exclusive property of Ingalls & Co.

Section 4 — Return of Confidential Information

Upon termination of this Agreement, the Interested Party must return all tangible materials it has that contain the Confidential Information it received, including all electronic and hard copies. This includes, but is not limited to, any notes, memos, drawings, summaries, excerpts and anything else derived from the Confidential Information.

Section 5 — Term and Termination

This Agreement shall commence upon the Effective Date as state above and continue thence for 60 days. Either Party may end this Agreement at any time by providing written notice to the other Party. The Party's obligation to maintain confidentiality of all Confidential Information received during the term of this Agreement will remain in effect indefinitely.

Section 6 — Remedies

The Parties agree that the Confidential Information is unique in nature and money damages will not adequately remedy the irreparable injury breach of this Agreement may cause to Ingalls & Co. Ingalls & Co is entitled to seek injunctive relief, as well as any other remedies that are available in law and equity.

Section 7 — Relationship of the Parties

No Binding Agreement to Pursue Opportunity. The Parties agree they are exploring a potential Opportunity and Ingalls & Co sharing their Confidential Information is not a legal obligation for the Interest Party to peruse the Opportunity. Either Party is free to terminate discussion or negotiations related to the Opportunity at any time.

No Exclusivity. The Interested Party understands this Agreement is not an exclusive arrangement and Ingalls & Co is free to enter into other similar agreements with other parties.

Section 9 – General

Assignment. The Parties may not assign their rights and/or obligations under this Agreement.

Choice of Law. This Agreement will be interpreted based on the laws of the State of Ohio, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the County of Cuyahoga, State of Ohio.

Complete Contract. This Agreement constitutes the Parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in force and effect as valid and enforceable.

Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right or obligation is waived, it is only waived to the extent agreed to in writing.

Notices. All notices under this Agreement must be sent by email with return receipt requested or certified or registered mail with return receipt requested.

Notices should be sent as follows:

James D Ingalls II,
3832 Savoy Drive, Fairview Park, Ohio 44126
JamesIngalls@IngallsAndCompany.com

Name and Address of Interested Party

Execution of Agreement

The Parties understand and agree to the terms and conditions set forth herein by their signatures affixed below.

Ingalls & Co. LTD

Signed: _____



By: _____

James D Ingalls II

Title: _____

Chief Executive Officer

Date: _____

11/10/2024

Signed: _____

Name: _____

Date: _____