

## CONFIDENTIALITY AGREEMENT

This confidentiality agreement (this “**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_ (“\_\_\_\_\_”) and CPK Manufacturing dba Tower Tech (“**CPK**”).

### WITNESSETH:

WHEREAS, CPK intends to engage \_\_\_\_\_ in providing multimedia services; and

WHEREAS, in furtherance of such discussions and negotiations concerning the engagement, the parties anticipate delivering or otherwise disclosing to each other Confidential Information (as defined below), and, as an inducement for the parties to make Confidential Information available to each other, the parties desire to enter into this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Confidential Information. As used in this Agreement, the term “**Confidential Information**” means all information, whether or not reduced to writing that, (a) is disclosed by either party or its Representatives (as defined below) (the “**Disclosing Party**”) to the other party (the “**Recipient**”) and (b) is identified as confidential or other similar designation by the Disclosing Party, or would otherwise reasonably be understood to be confidential under the circumstances. Confidential Information includes but is not limited to data (technical and non-technical), formulae, patterns, compilations, programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), operational information, planning or strategy information, research and development information, information about existing and future products, litigation matters, and information about personnel matters of the Disclosing Party or its affiliates. Confidential Information also includes the existence of discussions or negotiations between the parties, and the fact that any information has been transferred between the parties.

2. Exclusions. For purposes of this Agreement, notwithstanding Section 1, Confidential Information does not include any data or information that (a) is generally known to the public, (b) becomes publicly known following its disclosure (other than as a result of disclosure contrary to the terms of this Agreement), (c) was, at the time of disclosure, already known to the Recipient, (d) is independently developed by the Recipient, without the use of Confidential Information or (e) is received by the Recipient from a third party not bound by an obligation of confidentiality to the Discloser.

3. Confidentiality. Except as otherwise provided in this Agreement, the Recipient and its Representatives shall not (a) disclose Confidential Information to any third party or (b) use Confidential Information except to evaluate or implement the Project, or to enforce its rights in connection with the Project or under this Agreement (the “**Permitted Purposes**”); provided, however, that the Recipient is permitted to disclose Confidential Information to any director, officer, employee, legal and financial advisor, accountant, independent contractor and any other

agent and/or representative (together, “**Representatives**”) of the Recipient or of its affiliates who needs to know such information in connection with the Permitted Purposes and who is obligated to hold the Confidential Information in confidence.

4. Mandatory Disclosure. The Recipient is permitted to disclose Confidential Information if such disclosure is required by law, the rules of a stock exchange, subpoena, court order or governmental authority. In any such case, Recipient shall, to the extent practicable and permitted by law, (a) notify the Disclosing Party of such required disclosure reasonably in advance of the disclosure date and (b) disclose only such Confidential Information as is so required to be disclosed.

5. Return of Confidential Information. Upon the written request of the Disclosing Party, the Recipient shall, within 10 business days (a) return to the Disclosing Party or destroy (at the Recipient’s option) all tangible forms of Confidential Information received from the Disclosing Party and (b) destroy all notes, summaries, work papers, electronically stored documents, analyses or other documents prepared from the Confidential Information; provided, however, that the Recipient (i) may retain one copy of the Confidential Information solely for legal/archival purposes and (ii) shall not be required to return or destroy any back-up tapes or other media made pursuant to automated archival processes.

6. No Obligation to Disclose or to Enter into a Transaction. Nothing contained in this Agreement shall create with respect to either party any obligation of any nature other than as specifically set out herein. This Agreement relates only to the confidential treatment of Confidential Information furnished by the parties to each other and creates no obligation on the part of either party to further discuss or negotiate any additional business relationship or any other matter. The parties shall be jointly bound only in accordance with and upon the execution of a definitive written agreement.

7. Representations and Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains any confidential or proprietary information of any third party, such third party has authorized the disclosure of such information. Each party represents and warrants to the other party that it is authorized to execute this Agreement and that this Agreement, when executed by both parties, shall become its valid and binding obligation, enforceable against it in accordance with its terms.

8. Duration. This Agreement and the obligations of confidentiality set forth herein shall commence on the date first above written and shall continue for a period of one year after the date first above written.

9. Securities Laws. Each party understands that in addition to its obligations to the other party under this Agreement, it is not permitted to use any Confidential Information of the other party in violation of any federal or state securities laws governing insider trading.

10. Miscellaneous. Each party agrees and acknowledges that any duty or obligation imposed upon it by this Agreement may be specifically enforced in any court of competent jurisdiction in addition to any other rights or remedies available at law or in equity. This

Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles. Neither party shall have the right to assign this Agreement without the express, written consent of the other party. This Agreement supersedes all prior discussions, understandings and agreements between the parties relating to Confidential Information in connection with the Project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

\_\_\_\_\_

CPK Manufacturing, LLC dba Tower Tech

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: