

**CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT ("Agreement") between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ("COMPANY"), with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and RAL Technologies, Inc. dba Facility Issues (“CONSULTANT”), with an address of PO Box 345, Marcy NY 13403 (all of the foregoing referred to individually as “Party” or collectively as the “Parties”). For the purposes of this Agreement, when the term Party is used, it shall also include all subsidiaries, affiliates, and Representatives of the respective Party.

**WITNESSETH:**

WHEREAS, the Parties possess certain trade secrets, technology, know-how, and other confidential and proprietary information (“Confidential Information”); and

WHEREAS, the Parties intend participate in comparisons and discussions regarding attributes and performance of properties/facilities and their operation (collectively “Purpose”) that require disclosure of certain information that they wish to keep Confidential; and

WHEREAS, the Parties have entered into this Agreement to assure that all such information, documents, data, and discussions are kept confidential and are not disclosed or used other than as permitted under this Agreement; and

WHEREAS, for the purposes of this Agreement, the term "Representatives" means, with respect to a Party, the directors, officers, employees, agents, managers, partners, potential partners and members of such Party, the program sponsor, the consultants, accountants, financial advisers, legal counsel, contracted service providers and other professional advisers of such Party and the directors, officers, partners and employees of such advisers.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information.

The Term "Confidential Information" as used in this Agreement shall mean any and all information provided by or on behalf of a Party (in such case, the "Disclosing Party") to or for the other Party (in such case, the "Receiving Party") that individually identifies a benchmarking participant, a benchmarked facility, the collective data in the benchmarking results/reports relating to the Purpose, and the intellectual property and processes used for the benchmarking program except:

1. information which at the time of disclosure is publicly available, or information which later becomes publicly available through no act or omission in violation of this Agreement,
2. information which is rightfully in the possession or knowledge of Receiving Party or its Representatives prior to its disclosure by or on behalf of the Disclosing Party hereunder,
3. information which is lawfully disclosed to the Receiving Party from a third party without any confidentiality obligation with respect to such Information,
4. information which is developed by the Receiving Party independently of the Information disclosed hereunder by or on behalf of the Disclosing Party (as evidenced by written documentation),
5. information which is provided for the purpose of benchmarking with other participants, or
6. allowed use of the benchmarking results per the section on “Ownership” “Confidentiality” and “Restriction on Commercial Use” in the general terms of the benchmarking program available at: https://facilityissues.com/terms/.
7. Obligation of the Parties.
8. The Receiving Party shall receive all Confidential Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Confidentiality Agreement, shall not divulge Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Receiving Party may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Confidentiality Agreement and agrees to observe and comply with the obligations of the Receiving Party under this Confidentiality Agreement with regard to such Information. The Receiving Party shall immediately notify the Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Confidentiality Agreement to the extent caused by its Representatives.
9. Notwithstanding the above, the Receiving Party may disclose Confidential Information to its Representatives that have a need to know such information to perform their duties and have been bound to keep Confidential Information confidential in accordance with this Agreement. The Receiving Party shall limit the disclosure of Confidential Information to those of its Representatives to whom disclosure is reasonably necessary. The Receiving Party shall not make any other use, in whole or in part, of any Confidential Information without the prior written consent of the Disclosing Party.
10. Participating benchmarking participants agree that it may be disclosed that they are/have participated in this program, but not in a way that identifies any of their information to a third party except as specifically allowed by the” Benchmarking Information Terms of Use.” This agreement does not grant to use of their logo or branding in any way to Facility Issues or the program sponsor.
11. Each Party agrees that, in complying with its obligations under this Agreement, such Party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of Confidential Information.
12. Each Party shall be liable and responsible for any disclosure or use of Confidential Information other than as permitted under this Agreement by any person or party to whom such Party discloses Confidential Information; for the avoidance of doubt, such liability and responsibility extends to any use or disclosure contrary to the terms hereof by Representatives to whom Confidential Information is disclosed pursuant to paragraph 2(c) above.
13. Receiving Party’s Additional Obligations with respect to Personally Identifying Information. Personally Identifying Information is a subset of Confidential Information and includes any information that identifies a person (e.g., name in combination with any of the following: social security number; driver license number; state identification number; credit or debit card account number; bank account number; or other financial account number) who is a former, current or prospective customer, employee or shareholder of the Disclosing Party or any of its Affiliates. No Personally Identifying Information will be included in the benchmarking program and non should be provided by any Party except for the commercial transaction of the program fees.
14. Required Disclosure. Confidential Information may be disclosed (i) to the extent required by applicable law or legal process or (ii) to any governmental, judicial or regulatory authority requiring or requesting such information provided that: (1) such Confidential Information is submitted under any applicable provisions for confidential treatment by such government, judicial or regulatory authority; and (2) prior to such disclosure, and if the Receiving Party is legally allowed to do so, the Disclosing Party is given prompt notice of such disclosure requirement(s) so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction or a protective order to prohibit such disclosure. The Receiving Party shall use reasonable efforts to facilitate any such intervention or seeking of an injunction or protective order by the Disclosing Party; provided that this sentence shall not obligate the Receiving Party to expend material sums.
15. Survival of Obligations. Regardless of any termination of any business relationship or negotiations between the Parties, the obligations and commitments established by this Agreement shall remain in full force and effect from the day and year first herein above written and for a period of two (2) years following a written notice of termination by one Party to this Agreement to the other or until such time as the Parties have entered into an agreement providing otherwise.
16. Nature of Information.
17. The Parties each hereby acknowledge that the Confidential Information of the other Party is of a special, unique, unusual, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Agreement by it or its representatives and that specific performance and injunctive or other equitable remedies for any such breach shall be available to the other Party.
18. The Parties further acknowledge that the interests of the other Party in such Confidential Information may be irreparably injured by disclosure of such Confidential Information. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement.
19. Although the Confidential Information contains information which the Disclosing Party believes to be relevant for the purpose of the Receiving Party's evaluation of the Transaction, each Party acknowledges that the Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Neither the Disclosing Party nor its Representatives, their affiliates, nor any of their respective officers, directors, managers, members, employees, agents, or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended, shall have any liability to the Receiving Party or any of its Representatives relating to or arising from the use of the Confidential Information.
20. Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York, without regard to choice of law provisions. Exclusive jurisdiction for any dispute arising under this Agreement shall be the courts in the state of New York. The Parties agree that they have waived their right to a jury trial with respect to any controversy, claim or dispute arising out of or relating to this Agreement, or breach thereof, including any claims under federal, state or local law.
21. Final Agreement. This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement, supersedes in its entirety any and all previous communications between the Parties (including all previous versions of this Agreement), and shall only be modified in writing by the Parties.
22. No Assignment. Neither Party may assign this Agreement nor any interest herein without the other Party's express prior written consent.
23. Severability and Counterparts.
24. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
25. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which when taken together shall be deemed to constitute one and the same agreement.
26. No Binding Obligation. Unless and until a final definitive agreement between the Parties has been executed and delivered in the sole and absolute discretion of the Parties, neither Party will be under any legal obligation of any kind whatsoever by virtue of this Agreement or otherwise except for the rights and obligations specifically agreed to herein. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any representative thereof, and to terminate discussions and negotiations with the other Party at any time.
27. Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

The Parties have entered into this Agreement as of the \_\_\_ day of \_\_\_\_\_\_\_, \_\_\_\_\_\_\_.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RAL Technologies, Inc., dba Facility Issues**

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Robert Lambe

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