

## CONFIDENTIALITY AGREEMENT

In connection with your consideration of the possible investment/acquisition of Precision Manufacturer Ref # P-MFG 200 ("Company") Carpenter Hawke & Co., LLC (CHCO.) has been exclusively retained by the Company to represent them. Accordingly, we will be representing their interest in any negotiations should you wish to pursue the investment/acquisition of the Company. CHCO will furnish you with information about the Company, which may be non-public, proprietary, or confidential in nature. As a condition to your being furnished the forgoing, you agree to treat it and all other information CHCO subsequently agrees to furnish to you (hereinafter collectively referred to as the "Offering Memorandum") in accordance with the provisions of this Agreement.

You hereby agree that the Offering Memorandum will be used solely for the purpose of evaluating a possible investment/acquisition by you of the Company or its assets and that such information will be kept confidential by you and your authorized representatives; provided, however, that any such information may be disclosed by you as required by law or pursuant to court order, provided the Company and CHCO are given reasonable prior notice and opportunity to appear to argue the court order to your authorized representatives, i.e., your directors, officers, employees, and your advisors who need to know such information for the purpose of your evaluation of any such possible investment/acquisition, it being understood that you agree to keep and to cause such representatives to keep the Offering Memorandum confidential.

In addition, without the prior written consent of CHCO., you will not nor will your officers, directors, employees and advisors disclose to any person either the fact that discussions or negotiations are taking place concerning a possible investment/acquisition by you of the Company or any of their terms, conditions, or other facts with respect to such possible acquisition, including the status thereof. It is understood by you that disclosure of information contained in the Offering Memorandum or facts regarding these negotiations or discussions to competitors, suppliers, employees, customers or any other person could be extremely adverse to the Company.

You further agree, for a period of two (2) years from the date of this Agreement, not to initiate or maintain contact with any officer, director, or employee of the Company regarding the Company's business, operations, products, or finances, except with the expressed permission of CHCO and will direct and cause your representatives not to initiate or maintain such contact. All (i) communications regarding this possible transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding this transaction, will be submitted or directed only to CHCO.

You understand and acknowledge that any and all information contained in the Offering Memorandum is being provided without any representation or warranty, express or implied, as to its accuracy or completeness. It is further understood that the scope of any representations and warranties to be given by the Company will be negotiated along with other terms and conditions in arriving at a mutually acceptable form of definitive agreement should discussions between you and the Company progress to that point.

In the event that you do not proceed with the transaction that is the subject of this agreement, then within a reasonable time or at the Company's request, you shall promptly destroy or redeliver to CHCO all written materials containing or reflecting any information contained in the Offering Memorandum and, will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes, and other writing whatsoever prepared by you or your representatives based on the information contained in the Offering Memorandum shall be destroyed immediately. Further no information derived from reviewing the Offering Memorandum may, either directly or indirectly be used for your benefit or for the benefit or advantage of any other person or entity. You hereby agree to indemnify and hold harmless CHCO and the Company for any damages or losses that either of them may sustain resulting from the failure by you, your directors, officers, employees or agents to comply fully with the terms of this Agreement.

This Agreement is for the benefit of the Company and its stockholders and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. The term of commitments discussed herein shall be two years from the date of this Agreement.

If you agree with the forgoing, please sign and return one copy of this agreement, which will constitute our agreement with respect to the subject matter contained herein.

Very truly yours,

Carpenter Hawke & Co., LLC

Intending to be legally bound, the undersigned has confirmed and personally agreed to the provisions contained above this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Name, et al

\_\_\_\_\_  
Signature (Individually)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Email

\_\_\_\_\_  
Tel                      Cell

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip