

Mr. Eric Welchko
Ravinia Capital LLC
185 N Franklin St.
Suite 3000
Chicago, IL 60606

October __, 2020

Dear Mr. Welchko:

RE: Confidentiality and Non-Disclosure Agreement

This **Confidentiality and Non-Disclosure Agreement** (the "Agreement") sets forth the basis upon which Ravinia Capital LLC ("Ravinia"), on behalf of Re-Poly, LLC and Rhino Ventures, LLC (collectively referred to herein as the "Company"), is willing to provide certain Information (hereinafter defined) to us ("Recipient") for use in connection with our analysis of a potential acquisition of the Company, or the Company's assets ("Transaction").

The Recipient acknowledges and agrees that:

1. Ravinia has been engaged by Company to serve as the Company's financial advisor and intermediary to assist the Company in effecting a Transaction.
2. The Recipient is a potential counter-party considering whether to engage in a Transaction.
3. To determine whether it wishes to make a proposal to Ravinia regarding a Transaction, the Recipient wishes to review certain Information that the Company has made available to Ravinia for distribution to prospective Transaction counter-parties, provided that such counter-parties first execute a confidentiality and non-disclosure agreement in substantially the form and substance of this Agreement.
4. For purposes of this Agreement, "Information" shall mean all information, documents, data and materials furnished or disclosed to Recipient in any manner, whether before or after the date of this Agreement whether or not designated as confidential, including, without limitation, in written form, orally, or through any electronic, facsimile or computer-related communication, whether intentionally or unintentionally, by the Company or by any of its agents, representatives, advisors (including, without limitation, Ravinia), attorneys or employees that relates in any way to (a) the proposed Transaction; or (b) any one or more of the Company, its businesses, operations, or affairs and that are furnished to either or both the Recipient or its Representatives (as hereinafter defined) by or on behalf of the Company. The term "Information" shall also include, without limitation, (i) all pitchbooks, analyses, appraisals, environmental studies, term sheets and proposed structures regarding a Transaction prepared either by the Company or by Ravinia and disclosed to Recipient; and (ii) all analyses, compilations, forecasts, studies, or other documents prepared by either Recipient or Recipient's Representatives which contain, reflect or are otherwise based on Information. As used in this Agreement, "Representatives" shall mean any one or more of the Recipient's agents, employees or representatives (including, without limitation, Recipient's attorneys, accountants and financial advisors).
5. The term "Information" shall not include any Information that Recipient demonstrates (a) is or becomes generally available to the public (other than as a result of its disclosure by Recipient or its Representatives in violation of this Agreement), or (b) is or becomes available to Recipient on a non-confidential basis from a source other than the Company, provided that such source is not prohibited from disclosing such information to Recipient by a legal, contractual, or fiduciary obligation to the Company.
6. All Information received by either or both the Recipient or its Representatives shall be used solely for analyzing whether to engage in a Transaction with the Company. Unless otherwise agreed to in this Agreement or pursuant to a separate written agreement executed by the Company and Recipient, all

Information received by either or both the Recipient and its Representatives shall be kept confidential, it being understood and agreed that Recipient may disclose Information only (a) to Representatives who need to know such information for purposes of analyzing whether the Recipient should engage in a Transaction with the Company and who agree in writing to be bound by the terms of this Agreement, or (b) subject to paragraph 9 below, as may be required by any law, order, regulation or ruling applicable to Recipient. Recipient agrees to be responsible for any breach of this Agreement either by itself or by any of its Representatives.

7. The Company may elect at any time to terminate further access to the Information by either or both the Recipient and its Representatives. Upon termination of this Agreement, or upon the cessation of any negotiations between the Company and the Recipient regarding a Transaction, Recipient will promptly (and in any case within ten (10) business days after the Company's request) return to the Company (or, at Recipient's option, destroy) the Information, and all notes or other material derived from the Information, and promptly thereafter confirm in writing to the Company that all such Information and other material has been returned or destroyed in compliance with this Agreement. Termination of this Agreement will not affect the confidentiality obligations imposed by this Agreement on both the Recipient and Recipient's Representatives, all of which obligations shall continue in effect after expiration of the term of this Agreement.
8. Recipient acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by either Recipient or its Representatives, and that the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach (without the obligation to post any bond or surety in connection therewith). Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Company. The non-prevailing party in any action or proceeding relating to this Agreement shall pay the prevailing party's costs and expenses, including, but not limited to reasonable attorneys' fees and costs.
9. If Recipient or any of its Representatives is requested or required by law, judicial or governmental order, or other legal process or pronouncement (including any discovery request) to disclose any Information, Recipient will give the Company prompt written notice of such request or requirement so (unless Recipient or its Representatives are otherwise legally prohibited from giving such notice) that the Company may seek at its own cost and expense an appropriate protective order or other remedy. In the event such protective order or other remedy is not obtained, Recipient and its Representatives will furnish only that portion of the Information that, in the opinion of Recipient's counsel, is legally required to be disclosed.
10. Neither the Company nor its affiliates, agents, representatives, advisors (including, without limitation, Ravinia) or employees (a) makes any representation or warranty as to the accuracy or completeness of the Information, or (b) shall have any liability either to Recipient or its Representatives resulting from use of the Information by either or both of the Recipient and its Representatives.
11. For a period of two (2) years following the date of this Agreement, neither the Recipient nor its Representatives will, directly or indirectly, solicit for employment, hire or engage any officer, director, or employee of the Company or any of its divisions with whom Recipient has had contact or who became known to Recipient or its Representatives in connection with consideration of a Transaction provided, however, that placing a public advertisement that is not directed at the Company's employees shall not be deemed a breach of this section 11. Notwithstanding the foregoing, Recipient may hire or engage an

officer, director or employee of the Company if such officer, director or employee has ceased to be employed by the Company for a period of six (6) or more months.

12. Neither this Agreement, nor Recipient's receipt of Information, creates any obligation by the Company to proceed with a Transaction.
13. No contract or agreement providing for any Transaction will be deemed to exist between Recipient and the Company unless and until Recipient and the Company execute and deliver to each other a final definitive agreement relating thereto (a "Transaction Agreement"), and Recipient hereby waives, in advance, any claims (including, without limitation, a claim for breach of contract) against the Company in connection with any Transaction unless and until Recipient and the Company shall have executed and delivered to each other a Transaction Agreement. Recipient also agrees that unless and until Recipient and the Company shall have executed and delivered to each other a Transaction Agreement, neither Recipient nor the Company will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement except for the matters specifically covered by this Agreement. Recipient further acknowledges and agrees that the Company reserves the right, in its sole discretion, to reject any proposals made by either or both Recipient or the Representatives regarding a Transaction, and to terminate discussions and negotiations with Recipient regarding a Transaction at any time. Recipient further understands that the Company shall be free to establish and change any process or procedure with respect to a Transaction in its sole discretion including, without limitation, negotiating with and entering into a final definitive agreement regarding a Transaction with any other party without prior notice either to Recipient or to any other person).
14. The Recipient's obligations set forth in this Agreement shall survive for three (3) years after the termination of this Agreement.
15. The Recipient and the Company will each pay its own expenses regarding this Agreement and consideration of a Transaction.
16. This Agreement shall be governed by the internal laws of the State of Illinois, without regard to Illinois' conflict of law rules, and may be modified or waived only by a separate agreement executed by the Company and Recipient expressly so modifying or waiving such Agreement. In any dispute arising under or related to this Agreement, the Receiving Party irrevocably and unconditionally (a) consents to jurisdiction of the federal or state courts located in Chicago Illinois and waives any defense of improper venue or *forum non conveniens*.
17. Recipient may not assign its rights or delegate its duties under this Agreement.
18. The Company is a third-party beneficiary of this Agreement and will have the right to take independent action (with or without the participation of Ravinia) to enforce the rights created in this Agreement.
19. The provisions of this Agreement are severable. If any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain valid and enforceable.
20. This Agreement constitutes the complete agreement between the Company and the Recipient regarding the Agreement's subject matter and supersedes all prior agreements, written or oral, between them relating to that subject matter. The persons signing this Agreement on behalf of the Company and the Receiving Party each represent that they are fully authorized to do so and to bind the respective parties to the Agreement's terms.

Very truly yours,

Recipient: _____

By: _____

Name: _____

Its: _____

On: _____