## 

September \_\_, 2025

##### CONFIDENTIALITY AGREEMENT

Dear John Bagge:

You have indicated to us that you have a serious interest in considering a possible acquisition of our client’s machining business (the “Company”). Based upon your agreement to receive and keep the identity of the Company in confidence and comply with the non-disclosure and non-use provisions of this Confidentiality Agreement (the “Agreement”) with respect to all materials and information regarding the Company, we will furnish you with information concerning the Company for your review in determining whether to present a proposal for the acquisition of the Company.

1. Evaluation Material. You agree to treat any information concerning the Company, including but not limited to, all verbal representations, notes, analyses, compilations, studies, financial information, customer lists, employee information and other documents, whether prepared by you or your employees, directors, lawyers, accountants, advisors, representation & warranty insurance providers, investment bankers and other representatives (collectively, “Representatives”), the Company or third parties (collectively, the “Evaluation Material”) in accordance with the provisions of this Agreement. The term “Evaluation Material” does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in breach of the Agreement; (ii) was available to you on a non-confidential basis prior to its disclosure to you by us or the Company in connection with your consideration of a possible transaction involving the Company; or (iii) becomes available to you on a non-confidential basis from a third party provided that such third party is not known by you to be bound by an obligation of confidentiality to us or the Company or otherwise prohibited from transmitting such information to you.

2. No Disclosure or Use.

(a) Except as otherwise allowed by Section 2(b) to the extent required by law or legal process, you will (i) not disclose the Evaluation Material to anyone other than your appropriate Representatives to whom disclosure use, or access is necessary in the ordinary course of the discussions and you shall provide to the Company in writing, if so requested, the names of such Representatives; (ii) take all necessary precautions to prevent other disclosures of the Evaluation Material; (iii) not use the Evaluation Material for any purpose other than your consideration of a possible acquisition of the Company; (iv) not use the Evaluation Material in any manner adverse or detrimental to the Company; and (v) instruct your Representatives who have access to the Evaluation Material of this Agreement and obtain their agreement to keep the Evaluation Material confidential in accordance with the provisions hereof. Any of your Representative who may receive, have access to, or use any of the Evaluation Material shall, at the Company’s request, execute a copy of this Agreement (or separate Non-Disclosure Agreement with comparable provisions as the Company may request), acknowledging that they are bound by the obligations of the non-disclosure, non-use, and return of the Evaluation Material provided for in this Agreement. Whether or not any of your Representatives sign a Non-Disclosure Agreement, you agree to be liable to the Company for any violation of the terms of this Agreement, including any unauthorized or impermissible use or disclosure of the Evaluation Material, by any of your Representatives.

Notwithstanding anything contained herein to the contrary, this Agreement shall not bind any of your Representatives or affiliates (including, without limitation, any of your portfolio companies) who have not been provided copies of, or received access to, the Evaluation Material. Furthermore, the Company acknowledges that your Representatives may serve as directors of portfolio companies of investment funds managed or advised by you or your affiliates, and the Company agrees that such portfolio companies will not be deemed to have received Evaluation Material solely because any such individual serves on the board of such portfolio company, provided that (i) such individual has not provided such portfolio company or any other director, officer or employee of such portfolio company with Evaluation Material and (ii) such portfolio company does not act at the direction of or with encouragement from you or your Representatives with respect to any matters contemplated hereby.

(b) In the event that you or your Representatives are legally required by applicable law to disclose any Evaluation Material, you will give the Company prompt notice of such obligation so that the Company may seek an appropriate protective order. If, in the absence of a protective order, you or your Representatives are nonetheless legally compelled to disclose the Evaluation Material, you and such Representatives may disclose only that portion of the Evaluation Material legally required to be furnished, you will provide the Company with written notice of the Evaluation Material to be disclosed as far in advance of its disclosure as is practicable and, at the Company's expense, you and such Representatives will use your and their best efforts to obtain assurances that confidential treatment will be accorded to such information.

3. No Disclosure of Negotiations. Except as allowed by Section 2(b) to the extent required by law or legal process, neither you nor your Representatives will disclose to any person that the Company is considering a transaction, that the Evaluation Material has been furnished to you, the fact that discussions or negotiations involving the Company are taking place or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

4. No Warranty or Exclusivity. You hereby acknowledge that the Evaluation Material is being furnished to you in consideration of your agreement hereto. Moreover, except as expressly set forth in a definitive agreement between the Company and you, neither us, the Company nor any of their respective directors, officers, employees or agents shall be deemed to make or have made any representation or warranty as to the accuracy or completeness of the Evaluation Material furnished at any time to you or your Representatives, nor shall any such persons have any liability to you or your Representatives relating to or arising from your or their use of any Evaluation Material or for any errors or omissions therefrom. The Company reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive sales agreement with respect to the Company without prior notice to you or any other prospective purchaser. The Company is not under any obligation as a result of this Agreement or otherwise to accept any offer or proposal which you may make or to continue negotiations with you.

5. No Solicitation of Employees. Without the Company's prior written consent, neither you, your Representatives nor your affiliated companies will for a period of two years from the date hereof directly or indirectly solicit for employment any person who is now employed by the Company. However, you shall not be restricted from any general solicitation for employees or public advertising of employment opportunities (including through the use of employment agencies or other non-targeted methods) not specifically directed at any such persons, and you shall not be restricted in hiring any such person who responds to any such general solicitation or public advertising.

6. Return of Evaluation Material. If we request at any time, you will destroy or return promptly to us all written material containing, reflecting or based on any information contained in the Evaluation Material and you and your Representatives will not retain any copies, extracts or other reproductions in whole or in part of such written material; provided, however, that you shall be entitled to retain one copy of the Evaluation Material if necessary to comply with applicable law or established document retention policies, provided that such copy is kept confidential pursuant to the terms of this Agreement.

7. Communication. You will direct any questions concerning the Evaluation Material to us. You will not approach any of the Company’s employees, customers, vendors, creditors or others doing business with it without the prior written consent of the Company, except for such contact that may occur in the ordinary course of business of you or your Representatives unrelated to the possible acquisition of the Company. You agree that you must obtain such prior written consent before each individual approach to a customer, vendor, creditor or other person doing business with the Company.

8. No Waivers. The Company is an intended third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any waiver, amendment or modification to this Agreement may only be made in a writing signed by you and the Company.

9. Equitable Remedies. Money damages would not be a sufficient remedy for any breach of this Agreement and such a breach would result in irreparable harm to the Company, and you agree that the Company shall be entitled to seek injunctive relief, specific performance or the appropriate equitable remedies for any such breach. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the Company. In an action or proceeding arising out of or in connection with this Agreement, the non-prevailing party in a final, nonappealable judgment shall reimburse the prevailing party for all costs and expenses, including reasonable attorney's fees, incurred by it in this regard.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflict of law principles or rules. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts sitting in the of Delaware or the United States District Court for the District of Delaware, over any suit, action or proceeding arising out of or relating to this Agreement. You hereby agree that service of any process, summons, notice or document by U.S. registered mail addressed to you shall be effective service of process for any action, suit or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. You agree that a final non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any other courts to whose jurisdiction you are or may be subject, by suit upon such judgment.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken only to the extent necessary to comply with any conflicting law. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns.

12. Competition. Notwithstanding anything contained herein to the contrary, we acknowledge that you and your affiliated companies may now and in the future be direct competitors of the Company and that your receipt and possession of the Evaluation Material will not, in and of itself, prevent or restrict you in any way from carrying on your business in the ordinary course, including without limitation, making quotes or bids in direct competition with the Company, provided that in doing so you comply strictly with the obligations of this Agreement.

13. Term. This Agreement shall remain in effect only for a period of two (2) years from the date hereof, except to the extent that the Evaluation Materials constitute a trade secret as to which the obligations herein shall remain in effect for so long as such materials retain trade secret status.

Please confirm your agreement with the foregoing Confidentiality Agreement by signing the enclosed copy of this letter in the space provided below and returning the copy to the undersigned.

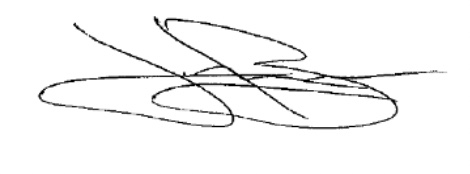
Sincerely,

ANGLE ADVISORS, LLC

ACCEPTED AND AGREED TO AS

OF THE DATE SET FORTH ABOVE:

For: JMC Investment LLC

Signed:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: John Bagge \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_