

NON-DISCLOSURE AGREEMENT

This Agreement, made and entered into as of the date last executed, by and between Calibre Group, LLC, a Delaware limited liability company with offices located at 707 Grant Street, Suite 2320, Pittsburgh, PA 15219, and Essintial Enterprise Solutions, LLC ("Essintial"), a Delaware limited liability company with offices located at 100 Sterling Parkway, Suite 100, Mechanicsburg, PA 17050, either or both of which may be hereinafter referred to as the "Party" or "Parties" respectively, or either of which may be referred to as "Discloser" or "Recipient", respectively.

WHEREAS, for the mutual benefit of both Parties, either Party may wish to disclose to and/or receive from the other, from time to time, during the term of this Agreement, certain information for the purpose(s) of or use(s) as set forth herein as "Defined Purpose" which the disclosing Party ("Discloser") indicates to be valuable, proprietary and confidential, hereinafter referred to as Defined Information.

WHEREAS, both Parties desire to set forth their understandings and agreements concerning the disclosure and use of such Defined Information;

NOW, THEREFORE, the Parties do mutually agree as follows:

1. Defined Information - For the purpose of this Agreement, Defined Information to be disclosed by a Party means that body of information or knowledge related to its business that it considers confidential or proprietary.
2. Defined Purpose - The purpose of disclosure of Defined Information is to discuss a potential sale transaction between the two Parties.
3. To the extent that information disclosed by either Party during the term of this Agreement is deemed by the Discloser to be proprietary, confidential or competition sensitive and is to be protected in accordance with the terms of this Agreement, the Discloser shall reduce such information to tangible form and identify it as Defined Information by marking such information with an appropriate "Proprietary" legend on the face thereof and on each subsequent page containing Defined Information. For purposes of this Agreement, information stored in electronic form on disk, tape, or other storage media constitutes information reduced to tangible form.

If a Party originally discloses information in some other form (e.g. orally or visually), that information will be protected under this Agreement upon condition that the Discloser identifies the oral or visual disclosure as proprietary at the time of disclosure, summarizes the Defined Information in writing, marks the writing with an appropriate legend, and delivers the writing to the Recipient within thirty (30) days of the oral or visual disclosure.

4. The Recipient shall keep in confidence and not disclose to any person or entity not bound by this Agreement, or make unauthorized use of, any of the Discloser's Defined Information. The Recipient will make the Discloser's Defined Information available only to those of its employees having a "need to know" in order to carry out the Defined Purpose of this Agreement. The Recipient shall exercise the same degree of care to guard against disclosure or use of such Defined Information as the Recipient employs with respect to its own protected information of like importance, but in no event less than reasonable care.

Subcontractors, contract labor, consultants and agents, and potential sources of debt or equity financing of the Recipient who have a need to know for the purposes of this Agreement may have access to the Discloser's Defined Information, but only if said personnel are under an obligation

to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement.

Defined Information disclosed pursuant to this Agreement shall be used by the Recipient solely in furtherance of the purpose as defined in paragraph 2 of this Agreement (Defined Purpose), and for no other purposes. No Defined Information disclosed pursuant to this Agreement shall be used, duplicated, or disclosed for any other purposes without the prior written approval of the Discloser, except as required by law, rule, regulation, court order or legal process.

5. The foregoing restrictions imposed by this Agreement upon the use and disclosure of a Discloser's Defined Information shall not apply to information that:
 - a. was in the public domain at the time it was disclosed, or thereafter passed into the public domain other than by an act in violation of this Agreement by Recipient, or
 - b. was known to the Recipient at the time of disclosure, or thereafter became known, provided such knowledge was lawfully derived from a source other than the Discloser, or
 - c. was used or disclosed without restriction with the prior written approval of the Discloser, or
 - d. was independently developed by the Recipient and all such development efforts can be documented.
6. Defined Information disclosed under this Agreement shall remain the property of the disclosing Party, and all information and materials relating thereto, including without limitation any information obtained through inspections, demonstrations, presentations or briefings, or any documents, drawings, models, apparatus, sketches, designs or listings, shall remain the property of the Discloser, and all physical representations thereof shall be returned to the Discloser promptly upon request except electronic copies required for backup, disaster recovery, or business continuity, and in such case the obligations hereunder shall survive until such copies are destroyed. However, in addition to the aforementioned exclusions, Calibre shall also be entitled to retain any Defined Information it is required to retain in order to comply with applicable law, regulatory authority or its records retention policy.
7. The primary points of contact for the Parties with respect to the exchange of Defined Information pursuant to this Agreement are: (a) Jim Tumulty who can be reached at (732) 539-8421; and (b) _____ who can be reached at (____)_____. Any change in the identity of a primary point of contact by either Party shall be made in writing with the other Party.
8. Except for the obligations of the Parties with respect to Defined Information disclosed pursuant to this Agreement, which obligations shall remain in force for a period of two (2) years after disclosure, and shall survive any termination of this Agreement, this Agreement shall (unless extended by mutual written agreement) terminate at the earliest to occur of the following events:
 - a. one (1) year from the date hereof; or
 - b. thirty (30) calendar days after written notice provided by either Party to the other Party.
9. If the Defined Information disclosed pursuant to this Agreement is reproduced in whole or in part, the reproduction shall carry the same marking as that which appears on the original.
10. The Recipient understands and acknowledges that any disclosure or misappropriation of any of the Defined Information in violation of this Agreement may cause the Discloser irreparable harm, the amount of which may be difficult to ascertain and, therefore agrees that the Discloser shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further disclosure or misappropriation and for such other relief as the Discloser shall deem appropriate, such right of the Discloser to be in addition to the remedies otherwise available to the Discloser at law or in equity.

11. No license under any intellectual property right is granted by either Party to the other directly or indirectly by this Agreement, nor are any rights of ownership in the Defined Information granted or assigned by this Agreement. Nor shall any disclosure constitute any representation, warranty, assurance, guarantee, or inducement by the Discloser with respect to infringement of patents or other intellectual property rights of third parties. No warranty or representation as to the accuracy, completeness, or technical or scientific quality of any information, or suitability for the Recipient's intended use is provided herein.
12. The Parties to this Agreement are independent contractors and each will bear its own expenses it incurs in connection with this Agreement. Neither Party has the right to make commitments of any kind for or on behalf of the other Party. This Agreement is not intended to be, nor shall it be construed as a joint venture, partnership, teaming agreement, or other formal business relationship. This Agreement shall not be construed in any manner to be an obligation to enter into any contracts or subcontracts between the Parties.
13. This Agreement shall be construed in all respects in accordance with, and any dispute arising hereunder shall be governed by, the substantive and procedural laws of the Commonwealth of Pennsylvania, United States of America except, however, that Pennsylvania's choice of law provisions shall not apply. To the extent permitted by law, the Parties waive any right to a jury trial. In any legal action to enforce a party's rights under this Agreement, the prevailing party shall be awarded its reasonable attorney's fees.
14. A Recipient will comply with all applicable laws and regulations concerning export control. Neither Party shall export directly or indirectly, any technical data acquired from the other Party under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval, including a license under the International Traffic in Arms Regulations, without first obtaining such license or approval.
15. Neither Party may assign its rights or obligations under this Agreement, including a successor in interest, without the prior written consent of the other Party, other than in connection with the sale of its entire business relevant to the purpose.

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16. This Agreement contains the entire understanding between the Parties and is the complete and exclusive expression of the Agreement between the Parties with respect to the exchange and protection of Defined Information for the purposes set forth herein. This Agreement supersedes all prior or contemporaneous communications, agreements or understandings between the Parties on the subject matter of this Agreement. A modification to this Agreement may only be made in writing and must be signed by authorized representatives of both Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or other electronic means will constitute effective execution and delivery of this Agreement.

The Parties hereto, by and through their duly authorized representatives, execute this Agreement in duplicate, each of which shall be deemed an original.

Calibre Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

Essential Enterprise Solutions, LLC

By: _____

Name: Robert Kolb

Title: Chief Restructuring officer

Date: 5/23/17