

## MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (the "Agreement") is dated as of March 7, 2019 (the "Effective Date"), and is made and entered into by and between **R. A. MILLER INDUSTRIES, INC.**, a Michigan corporation, with an address of 14500 168th Ave. Grand Haven, MI 49417 (together with its affiliates, "RAMI"), and AviaGlobal Group, a LLC, with an address of 33210 North 12 Street, Phoenix AZ 85085 (RAMI and AviaGlobal Group are collectively referred to as the "Parties" and each individually a "Party").

### RECITALS

A. RAMI and AviaGlobal Group are exploring a possible business relationship by which AviaGlobal Group may provide goods and/or services to RAMI on terms set forth in a separate written agreement (the "Permitted Purpose").

B. In connection with the Permitted Purpose, either Party may disclose (in such role the "Disclosing Party") certain confidential information of the other party (in such role the "Receiving Party").

NOW, THEREFORE, in consideration of the disclosure of certain confidential information, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Confidentiality Obligations.

(a) The Receiving Party hereby agrees, subject to Sections 3 and 4 below, to treat as strictly confidential and in accordance with this Agreement all Confidential Information (as defined below) of the Disclosing Party. The term "Confidential Information" shall include (i) any and all information, data, studies, forecasts, compilations, reports, interpretations, records, statements, drawings, designs, specifications, process information, ideas, concepts, inventions, patents, processes, operating principles, computer software, formulae, patterns customer information, product and service information, methods and means, know-how, samples, materials, documents and notes (in each case, whether in verbal, written, electronic, graphic, or other format, and whether or not subject to patent, copyright, or other legal protection) related to Disclosing Party or its business (collectively, "Items") provided, directly or indirectly by Disclosing Party or its Representatives (as defined below) to Receiving Party or its Representatives, (ii) any Items based upon Items provided to Receiving Party or its Representatives by the Disclosing Party or its Representatives, regardless of who prepared such items, and (iii) the fact that the Disclosing Party is providing the Receiving Party or its Representatives with Confidential Information. Receiving Party acknowledges and agrees that the Confidential Information is proprietary to and a valuable trade secret and/or confidential business information of the Disclosing Party, and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Disclosing Party. As used in this Agreement, a Party's "Representatives" shall include the directors, managers, officers, employees, agents, affiliates, partners, advisors and other representatives of such Party.

(b) Without limitation to the terms of Section 1(a), the Receiving Party further agrees, without the prior written consent of the Disclosing Party and subject to Sections 3 and 4 below:

(i) to (A) keep all of the Disclosing Party's Confidential Information strictly confidential, (B) take all precautions with the Disclosing Party's Confidential Information that it takes with its own Confidential Information, and (C) not use any of the Disclosing Party's Confidential Information, in whole or in part, for any purpose other than in connection with the Permitted Purpose;

(ii) to not, directly or indirectly, disclose or make available, in whole or in part, any of the Disclosing Party's Confidential Information to any other person, except its Representatives who have a need to know the Confidential Information in connection with the Permitted Purpose; and

(iii) Receiving Party shall inform any and all Representatives that obtain access to Confidential Information that such Representatives are subject to all of the obligations set forth herein, and the Receiving Party shall be responsible and liable for any breach by any such person of any of the obligations set forth herein.

2. Return of Information. Upon the termination of negotiations or upon the request of Disclosing Party, the Receiving Party shall promptly return and/or destroy (and send written confirmation of any such destruction to the Disclosing Party) all tangible representations of all of the Disclosing Party's Confidential Information (whether provided to the Receiving Party by the Disclosing Party or its Representatives, or whether created by the Disclosing Party or a third party). Notwithstanding the foregoing, (i) Receiving Party and its Representatives shall be permitted to retain copies of the Confidential Information for the purpose of complying with applicable law or regulatory authority and (ii) Receiving Party and its Representatives each shall not be required to destroy, delete, or modify any backup tapes or other media made pursuant to automated archival processes in their ordinary course of business. Any Confidential Information that cannot be returned or destroyed shall remain confidential and subject to the terms of this Agreement.

3. Exclusions. The obligations set forth in Section 1 of this Agreement shall not apply to the Receiving Party with respect to any Confidential Information which:

(a) is or subsequently comes within the public domain, without any fault of or violation of this Agreement by the Receiving Party or its Representatives;

(b) is developed independently by Receiving Party or its Representatives without any use of or reliance upon Confidential Information;

(c) was known by Receiving Party on a non-confidential basis before it was disclosed to Receiving Party by Disclosing Party or its Representatives; or

(d) is made or subsequently becomes available to Receiving Party or its Representatives from a source other than Disclosing Party or its Representatives (provided such source is not bound by any obligation of confidentiality to Disclosing Party).

4. Obligations of Law. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that it is required by law to disclose such information, as evidenced by a written opinion of Receiving Party's counsel, provided that the Receiving Party furnishes the Disclosing Party with written notice of the disclosure and a copy of the above-referenced written opinion of counsel, a reasonable period of time prior to the disclosure, to the extent practicable in the circumstances, and allows the Disclosing Party the option of (and, upon the Disclosing Party's request, reasonably assists in) challenging the obligation to disclose the information, and further provided that any such disclosure is limited to that required by law and that the Receiving Party uses reasonable efforts to continue to preserve the confidentiality of any information so disclosed, including, but not limited to, seeking a protective order (upon the request of the Disclosing Party) to ensure that any such information is treated as confidential.

5. No Representations by Disclosing Party. None of the Parties are under any obligation as a result of this Agreement to accept any offer or proposal which may be made by or on behalf of the other Party, or to continue negotiations between the Parties.

6. Remedies. Each Party hereby acknowledges that a violation by it of this Agreement would result in irreparable harm to the non-breaching Party, and that damages would be an inadequate remedy. Each Party, therefore, agrees that in addition to all remedies at law, the non-breaching Party shall be entitled to equitable relief, including, without limitation, the right to obtain an injunction to secure the specific performance of this Agreement and/or to prevent a breach or contemplated breach of this Agreement, without any requirement that such non-breaching Party post a bond as a condition of such relief.

7. Term. The term of this Agreement shall commence on the Effective Date and terminate on the third anniversary of the Effective Date.

8. Choice of Law; Venue. This Agreement and the rights and obligations of the Parties under this Agreement, shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Michigan, regardless of any choice of law or conflict of law provision or rule of any other jurisdiction that would cause the application of the laws of any other jurisdiction. Any and all actions concerning any dispute arising hereunder shall be filed and maintained in the Circuit Court of Kent County, Michigan or the federal District Court for the Western District of Michigan.

9. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and lawful assigns. The terms and conditions of this Agreement shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Michigan, without regard to its conflict of laws principles. Neither Party may assign all or any part of this Agreement to any person without the other Party's prior written consent, which may be withheld for any reason or no reason. This Agreement may be amended only by a written amendment signed by both Parties. No provision of this Agreement

may be waived unless done so in a writing, and no waiver by a Party of any breach or failure to comply with any provision of this Agreement by the other Party shall be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision. 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 is the only agreement between the Parties relating to its subject matter, and there are no representations, warranties, or other understandings between the Parties except as expressly set forth in this Agreement. This Agreement may be executed by fax and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**RAMI:**

R. A. MILLER INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AviaGlobal Group

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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