

CONFIDENTIALITY AGREEMENT

This agreement, effective as of the ___th day of _____, 202_, is between _____ having a principal place of business at _____ (the “Recipient”) and Armaos Property Holdings, LLC and Olympic Hotel Corporation having a principal place of business 360 Route 12, Groton, CT 06340 (“Company”);

WHEREAS, the Company may disclose to Recipient, or Recipient otherwise may obtain certain proprietary business and financial information, and trade secrets, including but not limited to names and contact information, marketing plans and materials, financial information and the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship (collectively, “Confidential Information”).

NOW THEREFORE, IT IS AGREED THAT:

The Recipient will safeguard the Confidential Information, and will not, without the prior written consent of the Company, use it in whole or in part for any purpose other than the provision of products and services to the Company. Moreover, the Recipient agrees to limit disclosure of the Confidential Information only to those employees and subcontractors of the Recipient who need to know such information in order for the Recipient to provide products and services, and only if those employees and subcontractors have been informed by the Recipient of the confidential nature of the Confidential Information and have agreed to maintain its confidentiality.

The above obligations regarding the use and confidentiality of the Confidential Information shall not apply to any information that:

- 1) is or becomes public knowledge through no fault of Recipient;
- 2) Recipient receives from third parties; provided that the source of such information, insofar as is known to the Recipient, was not prohibited from transmitting such information to the Recipient by a contractual, legal, fiduciary or other obligation;
- 3) Recipient is required to disclose as a result of the order of any governmental agency or court of law;
- 4) is already known by or in the lawful possession of Recipient prior to disclosure by the Company to Recipient; provided that the source of such information, insofar as is known to the Recipient, was not prohibited from transmitting such information to the Recipient by a contractual, legal, fiduciary or other obligation.

If any portion of the Confidential Information falls within the above exceptions (1) – (4), the remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.

In the event Recipient is required, by law, subpoena, or court order, to disclose any Confidential Information or information regarding or relating to a transaction, Recipient shall promptly notify the Company so the Company may seek a protective order and reasonably cooperate (but not at Recipient’s expense) in any efforts by the Company to obtain a protective order.

During the term of this Agreement and for a period of one (1) year after its termination, neither party will directly or indirectly recruit or solicit any employee of the other party, or induce or attempt to induce an employee of the other party to terminate their

employment with the other party; provided, however, that the foregoing shall not prohibit a party from placing general public advertisements concerning available positions.

The term of this Agreement shall continue unless terminated. Either party may terminate this Agreement immediately upon written notice to the other party; provided, however, that all obligations to protect Confidential Information shall survive any termination. Neither party shall issue or release, articles, advertising or other publicity relating to this Agreement, its existence or the relationship of the parties without the prior written consent of the other party.

The Company makes no representation or warranty as to the accuracy or completeness of the Confidential Information, and expressly disclaims any liability resulting from errors or omissions in such information. Recipient agrees that it will rely solely on those representations and warranties (if any) which are specifically provided in any contractual agreement that might be executed by the parties in connection with a transaction.

Recipient agrees that this Agreement shall be governed by the laws of the State of Connecticut without regard to the principles of the conflicts of laws thereof; and that any disagreements that are not resolved by the parties shall be subject to the exclusive jurisdiction and venue of the courts of the State of Connecticut. No waiver by a party of any right under this agreement shall be a continuing waiver, and any amendment or waiver of a provision of this agreement shall be in writing signed by the parties. Recipient further agrees that the Company has the right to an injunction to restrain Recipient from breaches or threatened breaches of this Agreement, and such remedy shall be in addition to, and not in lieu of, any other right or remedy of the Company.

RECIPIENT _____

By: _____

By: _____

Print name: _____

Print name: _____

Its: _____

Its: _____