

Non-Disclosure Agreement

This Non-Disclosure Agreement (the “**Agreement**”) is entered into as of the date set forth in the signature block below, between, on the one hand, the disclosing party, **AURORA MANAGEMENT PARTNERS, INC. (“Receiver”)**, not individually but as Court-appointed Receiver for and on behalf of Covance Group LLC, Covance Technical LLC and Covance Manufacturing LLC (collectively, “**Company**”), and _____ (“**Prospect**”). Receiver, for and on behalf of the Company, Keen and Cresa (defined below) and Prospect may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Receiver was appointed as Receiver on behalf of Company and all of Company’s assets pursuant to the terms of that certain Order Appointing Receiver and Granting Related Relief entered by the Owen County, Kentucky Circuit Court (the “**Court**”) on March 20, 2025 (the “**Receiver Order**”) in the case styled *Community Trust Bank, Inc. v. Covance Group LLC, et al.*, Case No. 24-CI-00180 (the “**Case**”).

WHEREAS, Company owns and Receiver, for and on behalf of the Company, is seeking to pursue a possible sale for and on behalf of the Company subject to Court approval (a “**Transaction**”) of all or a portion of the Company’s business(es) and/or business assets which shall hereinafter be referred to collectively as the “**Business**”), and

WHEREAS, Receiver, pursuant to the Receiver Order and additional order(s) entered by the Court thereafter, if any, has engaged Keen-Summit Capital Partners LLC and CRESA Global (“**Broker**”) to market the Business, in whole or in parts, for a Transaction, and

WHEREAS, Receiver, for and on behalf of the Company, for the sole purpose of consummating a Transaction, wishes to disclose to Prospect certain written and/or oral confidential and proprietary information relating to the Business and to engage in confidential discussions pertaining to the prospective Transaction. For purposes of this Agreement, the term “**Confidential Information**” shall include, without limitation,

1. all information, data, reports, analyses, compilations, studies, interpretations, projections, forecasts, records and other materials (whether prepared by the Company, Receiver or Broker or otherwise and in whatever form maintained, whether documentary, computerized or otherwise) related or pertaining to the Business, including but not limited to Company’s financial statements, customer lists, vendors, H/R information, I/T information, and business processes and procedures,
2. all notes, summaries, or other material derived therefrom, that contain or otherwise reflect information concerning the Business and that are disclosed in the course of Prospect’s evaluation of a possible transaction, and
3. the fact of Prospect’s possible interest in a Transaction, the fact of Prospect’s communications with the Receiver for and on behalf of the Company and/or Broker regarding the Business and/or a Transaction, the possibility of Prospect making a Transaction offer, and/or any and all details regarding the terms and conditions of Prospect’s anticipated Transaction offer, if any, and

Whereas, the parties hereto intend for this Agreement to be binding upon their respective affiliates and each of their respective officers, directors, employees, financial partners, lenders, advisors, attorneys, accountants, consultants, agents and representatives (collectively, “**Representatives**”);

NOW WHEREFORE, Receiver, for and on behalf of the Company, agrees to disclose, and Prospect agrees to receive and use, such Confidential Information subject to terms and conditions set forth below:

Confidentiality

1. Prospect agrees:
 - a. not to use (and to direct its Representatives not to use) any Confidential Information except for the sole purpose of evaluating the merits of a potential Transaction and the terms thereof;

- b. to keep confidential and not to disclose any Confidential Information to persons or entities other than its Representatives with a need to know the information contained therein; *provided*, that such Representatives shall be bound by obligations of confidentiality materially the same as the confidentiality and non-use terms of this Agreement, have been informed of the confidential nature of the Confidential Information and are directed to abide by and have agreed to the terms of this Agreement;
 - c. to maintain adequate procedures to preserve the confidentiality of the Confidential Information, such procedures to be at least equal to the procedures it would use to protect its own mostly highly confidential information. In the event of a dispute between the Parties, Prospect shall bear the burden of demonstrating that the standard of care described herein was used to protect the Confidential Information;
 - d. not to disclose: (i) that the Confidential Information has been made available to Prospect; (ii) that Prospect and/or its Representatives have inspected the Business; (iii) that Prospect may be considering a Transaction; (iv) that Prospect and/or its Representatives have had, are having or propose to have any discussions or negotiations with Company with respect to the Business; and/or (v) that Prospect and/or its Representatives are bidding for a Transaction (the foregoing being deemed Confidential Information); and
 - e. not to communicate regarding the Confidential Information and/or the Transaction with Company's employees, customers, vendors, secured creditors (other than Community Trust Bank, Inc.) and/or unsecured creditors without the prior written consent of Receiver. For the avoidance of doubt, nothing in this Agreement will restrict or preclude the Prospect's or its Representatives' communications in the ordinary course of business unrelated to the Transaction.
2. Prospect represents and warrants to Receiver that Prospect has a good faith interest in a Transaction and that Prospect's request for and receipt of Confidential Information is solely to facilitate the Transaction. Every request made by Prospect for Confidential Information, or action by Prospect to gain access to Confidential Information, shall constitute Prospect's reaffirmation and acceptance of the terms and conditions of this Agreement.
3. Confidential Information shall not include any information that:
 - a. is or becomes generally available to the public other than as a result of a disclosure by Prospect or any of its Representatives in violation of this Agreement,
 - b. is already known to Prospect or its Representatives or is already in its or their possession prior to its disclosure to Prospect by the Receiver, for and on behalf of the Company, or its Representatives,
 - c. becomes available to Prospect from a source other than the Receiver, for and on behalf of the Company, or its Representatives, provided that such source is not, to Prospect's knowledge after due inquiry, in breach of an obligation of confidentiality to the Receiver, for and on behalf of the Company, or
 - d. is independently developed by Prospect or its Representatives without reliance on Confidential Information.
4. Receiver, for and on behalf of the Company, may elect at any time to terminate further access by Prospect to the Confidential Information. Upon written request by Receiver, for and on behalf of the Company, Prospect agrees to promptly destroy or return to the Receiver, for and on behalf of the Company, at Prospect's option, all Confidential Information, and to confirm in writing (e-mail being

sufficient) that all such material has been either returned or destroyed in compliance with this Agreement. Receiver, for and on behalf of the Company, and Prospect further acknowledge that no such termination will affect their obligations of Confidentiality hereunder or those of their Representatives, all of which obligations shall continue in effect for the term of this Agreement. Notwithstanding the foregoing:

- a. Prospect may retain copies of the Confidential Information and such portion of the Confidential Information that:
 - i. are stored on Prospect's information technology backup and/or disaster recovery systems until the ordinary course deletion thereof;
 - ii. may be found in any analyses, compilations, forecasts, studies, projections or other documents prepared by Prospect or its Representatives for Prospect's or its Representatives' files in accordance with such party's respective document retention policies;
 - iii. Prospect is required to maintain in accordance with applicable governmental laws, rules and regulations;
 - iv. Prospect's legal counsel advises in writing Prospect to retain; and/or
 - v. are related or pertain to any dispute relating to or arising out of this Agreement; and
- b. Prospect shall continue to be bound by the terms and conditions of this Agreement while Prospect retains Confidential Information pursuant to subparagraph (a) above.

Disclosure

5. Voluntary or inadvertent disclosure of materials that are subject to the attorney-client privilege, the work-product doctrine, or any other privilege or immunity from discovery shall not constitute a waiver of, or an estoppel as to any claim of, such privilege or protection. Any party who has received inadvertently such materials shall, upon learning that such materials are subject to a claim of privilege, immediately return such materials to the party that produced them.
6. Prospect shall, in good faith, attempt to prohibit its Representatives from disclosing or using any Confidential Information consistent with the terms and conditions of this Agreement. If Receiver, for and on behalf of the Company, or Prospect discover that Prospect and/or one or more of its Representatives have disclosed or used Confidential Information in contravention of this Agreement, then Prospect hereby covenants to immediately notify Receiver, for and on behalf of the Company, thereof and to assist Receiver, for and on behalf of the Company, in recovering such Confidential Information and in mitigating any damages resulting therefrom and shall indemnify and hold Receiver, for and on behalf of the Company, harmless from any loss or damages suffered by Receiver and/or the Company, resulting from any failure of an affiliate or Representative to maintain the confidential nature of the Confidential Information.
7. If requested or required (by law, court order, stock exchange, self-regulatory organization, governmental agency, regulatory body, oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Prospect agrees, to the extent legally permissible, to provide the Receiver, for and on behalf of the Company, with prompt written notice of such request so as to allow the Receiver, for and on behalf of the Company, to seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Prospect or Prospect's Representatives are, in the written opinion of Prospect's or Prospect's Representatives'

counsel, as the case may be, required to disclose Confidential Information, Prospect may disclose only that portion of such information as is legally required without liability hereunder; *provided*, that Prospect agrees to exercise Prospect's reasonable efforts to obtain assurance that confidential treatment will be accorded such information. Notwithstanding anything in this Agreement to the contrary, Prospect and its Representatives may disclose Confidential Information without notice, a protective order or other remedy where disclosure is in connection with a routine audit or examination by, or a document request from, a regulatory or self-regulatory authority, bank examiner or auditor that does not reference the Company, the Receiver or a Transaction.

Disclaimer

8. Prospect agrees that no contract or agreement providing for any Transaction shall be deemed to exist between Prospect and the Receiver, for and on behalf of the Company, unless and until Prospect and the Receiver, for and on behalf of the Company, execute and deliver a final definitive agreement relating thereto which shall remain at all times subject to Court approval (a "**Transaction Agreement**"), and Prospect hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any Transaction unless and until Prospect and the Receiver, for and on behalf of the Company, shall have executed and delivered a Transaction Agreement. Prospect also agrees that unless and until Prospect and the Receiver, for and on behalf of the Company, shall have executed and delivered a Transaction Agreement, neither Prospect nor the Receiver, for and on behalf of 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 agreed to herein. Prospect further acknowledges and agrees that the Receiver, for and on behalf of the Company, reserves the right, in its sole discretion, to reject any and all proposals made by Prospect or Prospect's Representatives with regard to a Transaction, and to terminate discussions and negotiations with Prospect at any time. Prospect further understands that the Receiver, for and on behalf of the Company, shall be free to establish and change any process or procedure with respect to a Transaction as the Receiver, for and on behalf of the Company, in its sole discretion shall determine (including, without limitation, negotiating with any other interested party and entering into a Transaction Agreement with any other party without prior notice to Prospect or any other person).
9. Receiver, for and on behalf of the Company, and Broker will endeavor to include in the Confidential Information documents, data and information which they believe to be relevant for the purpose of Prospect's investigation. However, Prospect understands and agrees that the Receiver, for and on behalf of the Company, Broker and their respective Representatives:
 - a. have **not** audited any of the financial information;
 - b. have **not** measured and certified the square footage and the acreage;
 - c. have **not** themselves confirmed the zoning and/or any other governmental regulations nor Company's compliance therewith;
 - d. have **not** made and/or will **not** make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information except pursuant to the Transaction Agreement; and
 - e. shall **not** have any liability whatsoever to Prospect or any of Prospect's Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom, except pursuant to the Transaction Agreement.

10. Prospect understands and agrees that, except pursuant to any Transaction Agreement that may be entered between the Receiver, for and on behalf of the Company, and Prospect, neither the Receiver, for and on behalf of the Company, nor Broker, nor any of their respective Representatives:
 - a. have made or make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether express or implied or by operation of law or otherwise, with respect to the Business or with respect to the accuracy, reliability or completeness of the Confidential Information;
 - b. to the fullest extent permitted by law, shall have any liability whatsoever to Prospect or any of Prospect's Representatives on any basis (including, without limitation, in contract, tort, under federal, foreign or state securities laws or otherwise) as a result of, relating or pertaining to, or resulting or arising from Prospect's or Prospect's Representatives reliance on the Confidential Information, or Prospect's or Prospect's Representatives use or non-use of the Confidential Information, for any alleged acts or omissions of Company, Receiver, for and on behalf of the Company, Broker or any of their respective Representatives, or any errors or omissions in the Confidential Information;
 - c. shall have any liability or responsibility for any decisions made by Prospect or its Representatives in reliance on any Confidential Information;
 - d. will be under any obligation or duty (express or implied) to make available to Prospect or its Representatives any Confidential Information; and
 - e. will be under any duty or obligation (express or implied) to update, supplement, revise or correct any Confidential Information disclosed under this Agreement, regardless of the circumstances.
11. Prospect is advised to conduct its own due diligence prior to submitting an offer for the Business and to engage the services of legal counsel, accountants and such other financial advisors as may be required to understand the Business. The Confidential Information does not purport to be all-inclusive or to contain all of the information that Prospects may desire. Receiver, for and on behalf of the Company, and Broker have not assumed responsibility for independent verification of any of the Confidential Information and has not, in fact, in any way audited the Confidential Information.
12. Without limiting the generality of the immediately preceding paragraphs, the Confidential Information may include certain statements, estimates and projections with respect to the Business. Such statements, estimates and projections reflect various assumptions made by the Company and/or the Receiver, for and on behalf of the Company, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections. The only information that will have any legal effect will be specifically represented in the Transaction Agreement, subject to such limitations and restrictions as may be specified therein.

Dispute Resolution

13. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that the Receiver, for and on behalf of the Company, shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Prospect further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Receiver, for and on behalf of the Company. Nothing herein shall be construed to limit the rights and remedies of the Receiver, for and on behalf of the Company, in the event that this Agreement is breached by Prospect or any of Prospect's Representatives.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of law principles (that might dictate the application of the laws of another jurisdiction). **EACH OF THE PARTIES HERETO EXPRESSLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Owen County, Kentucky Circuit Court for any lawsuits, claims or other proceedings arising out of or relating to this Agreement, and hereby further irrevocably and unconditionally waive the right and agree not to plead or claim in any such court that any such lawsuit, claim or other proceeding brought in any such court has been brought in an inconvenient forum or that such court lacks jurisdiction over such Party.
15. Attorneys' Fees. If any Party to this Agreement brings an action directly or indirectly based upon this Agreement or the matters contemplated hereby against any other Party, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to any other appropriate amounts, its reasonable costs and expenses in connection with such proceeding, including, but not limited to, reasonable attorneys' fees and arbitration and/or court costs.

Miscellaneous

16. It is understood that Broker will arrange for appropriate contacts for due diligence purposes in connection with the Transaction. Unless otherwise directed by the Company, all:
- a. communications regarding the Transaction,
 - b. requests for additional information in connection with the Transaction,
 - c. requests for Business inspections in connection with the Transaction,
 - d. discussions regarding making an offer in connection with the Transaction, and/or
 - e. discussions or questions regarding procedures in connection with the Transaction,
- must be submitted or directed exclusively to Broker. Unless otherwise directed by the Receiver, for and on behalf of the Company, neither Prospect nor Prospect's Representatives will initiate or cause to be initiated any communication with the Receiver, anyone known to Prospect to be an owner, representative or employee of the Company, to be a customer of Company, to be a supplier to Company and/or to be a lender to Company concerning the Confidential Information or the Transaction without Broker's prior written consent.
17. Prospect warrants and represents that it is a principal acting on its own behalf, and not as a broker, finder or agent acting on another's behalf. Prospect acknowledges that it will not look to the Company, Receiver and/or Broker and their respective Representatives for the payment of any fee or commission. Prospect hereby agrees to indemnify, defend and hold Receiver, for and on behalf of the Company, and Broker and their respective Representatives harmless from and against any and all claims, damages, losses and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation who allege that they have dealt with the Receiver, for and on behalf of the Company, and/or Broker in connection with the Business as an agent of Prospect. Prospect understands that the Receiver, for and on behalf of the Company, and Broker and their respective Representatives have not agreed to pay any brokerage commissions, finder's fee or other compensation in connection with Prospect's possible Transaction. If Prospect is working with a broker or finder other than Broker, Prospect agrees that Prospect shall be responsible for the payment of any fees, if any, to such broker, finder or agent.

18. Notice pursuant to this Agreement must be in writing, must be delivered by one of the methods set forth in this Section, and shall be deemed given (a) upon receipt, if delivered by hand, (b) within five days of transmission if delivered via certified mail, return receipt requested, or (c) within one business day of transmission, if delivered via Federal Express, UPS or other nationally recognized standard overnight delivery service to the parties as identified in the signature block below:
19. Prospect understands and agrees that no failure or delay by the Receiver, for and on behalf of the Company, and/or Broker 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.
20. This Agreement represents the entire understanding and agreement of the parties hereto relating to the subject matter hereof and may be modified or waived only by separate writing executed by the Receiver, for and on behalf of the Company, and the Prospect expressly so modifying or waiving such Agreement.
21. The term of this Agreement shall expire upon the earlier of: (i) (2) years from the date hereof, or (ii) the date of execution of Transaction Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day and year set forth below.

**AGREED & ACCEPTED THIS ___ DAY OF ___,
2025**

PROSPECT: _____

By: _____

Name: _____

Title: _____

Address: _____

Address: _____

City/St/Zip: _____

Work Phone: _____

Cell Phone: _____

Email: _____

**AGREED & ACCEPTED THIS ___ DAY OF ___,
2025**

**RECEIVER, FOR AND ON BEHALF OF THE
COMPANY:** _____

By: _____

Name: _____

Title: _____

Address: _____

Address: _____

City/St/Zip: _____

Work Phone: _____

Cell Phone: _____

Email: _____