**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into as of November 23, 2022, by and between S.T. Wooten Corporation (hereinafter referred to as “Wooten”) and  (Hereinafter referred to as “”

 is being solicited by Wooten as a supplier to provide quotations for  for Wooten on the TIP R-5777C - US 70 from the Havelock Bypass to east of SR 1116 (Thurman Road) and agrees to keep all information relating to such work confidential.

 obligations under this Agreement shall be limited to maintaining the security of any information pertaining to Wooten’s proposal that is developed, designed, and/or compiled by in the course of their participation in the above referenced projects as a potential subcontractor or supplier to Wooten, along with any information provided by: (i) Wooten, (ii) Wooten’s engineering team and business partners, (iii) Wooten’s employees, and (iv) any other individual or entity Wooten involves in preparing it’s proposal (all such information, individually or collectively, shall be referred to herein as the “Confidential Information”).

 acknowledges that the Confidential Information represents and contains valuable, secret and proprietary information which is required to be maintained in the strictest confidence, and consequently expressly represents, warrants, covenants and agrees that it shall at no time now or within a period of five (5) years following the date of this Agreement, without the express written authorization of Wooten, directly or indirectly disclose, divulge, release or otherwise communicate to any person, firm or other entity any portion of the Confidential Information, except to such of employees, agents, or attorneys (collectively referred to as the “Representatives”) who are directly concerned with the evaluation of the Confidential Information.

 may disclose the Confidential Information:

1. in response to a subpoena or court order or as otherwise required by applicable law or legal process:
2. if the Confidential Information is: a) made public or is or becomes public knowledge through no fault of ; or b) is disclosed to by a third party who is not under obligation to Wooten with respect to such information and who did not receive such information directly or indirectly from Wooten.

 acknowledges and agrees that in the event of any breach by and/or its Representatives of the obligations set forth herein, Wooten would be irreparably and immediately harmed, and could not be made whole by monetary damages. Accordingly, agrees that in addition to any other remedies to which Wooten may be entitled statutorily, at law or in equity, Wooten specifically shall be entitled to injunctive relief (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened or anticipated breaches of the Agreement and/or to compel specific performance of this Agreement, and that will not oppose the granting of such relief.

 covenants and warrants to Wooten that this Agreement is entered into willingly by for the potential participation with Wooten on this project, and that the covenant of non-disclosure herein set forth shall be fully enforceable, both at law and in equity.

This Agreement embodies the entire contractual agreement of the parties in relation to the subject matter hereof and no other agreement or understanding, verbal or otherwise, exists between the parties except as expressly set forth herein. No waiver, modification, or alteration of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties hereto.

This Agreement shall be governed, construed, and applied in accordance with the laws of the State of North Carolina.

 S.T. Wooten Corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Andrew D Barry

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Senior Estimator

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: 11/23/2022