



Mutual Nondisclosure and Nonuse Agreement

In order to protect certain Confidential Information (as defined below), Joe Louis Distilling Company, LLC, a Maine limited liability company, and the undersigned legal entity set forth below, for itself and its subsidiaries and affiliates (all, collectively "Company"), individually referred to as a "Party" and collectively referred to as the "Parties", agree that:

- 1. Effective Date.** The Effective Date of this Mutual Non-Disclosure and Nonuse Agreement (the "Agreement") shall be the date that this agreement is executed by both Parties.
- 2. Mutual Agreement.** The Agreement shall apply to all Confidential Information disclosed between the Parties.
- 3. Term.** The term of this Agreement shall commence on the Effective Date and remain in full force and effect for a period of three (3) years from the Effective Date, unless terminated by either Party by providing written notice to the other Party. The terms and conditions of this Agreement shall survive any such termination for a period of three (3) years with respect to Confidential Information that is disclosed prior to the effective date of termination, except that trade secrets shall be held confidential until such time as they no longer are considered confidential under this Agreement.
- 4. Confidential Information.** For the purposes of this Agreement, "Confidential Information" shall mean: product and roadmap information, marketing plans, business plans, operations plans, financial information, pricing information, customer or vendor lists, customer and vendor data, training manuals, trade secrets, processes, procedures, third party audit reports, contracts, terms, proposals, presentations, plans, protocols, standards, accounts, specifications, formats, documents, records, drawings, samples, sketches, objects, designs, lists, software, hardware, source code, schematics, diagrams, flowcharts, screens, applications, data, know-how, research and development, ideas, inventions, patent disclosures, and any and all other information disclosed from one Party to another that could be reasonably determined to be proprietary or confidential information. Confidential Information may be disclosed between the Parties whether in written, oral, visual, electronic, website-based, or other form including but not limited to Confidential Information directly or indirectly and intentionally or unintentionally acquired during any conversations, visits, presentations, or facilities tours.
- 5. Purpose and Permitted Use.** The Parties receiving Confidential Information (each, a "Recipient") from the other Party disclosing Confidential Information (each, a "Discloser") will use the Confidential Information only for the purpose of and in connection with the Parties' business relationship or for the purpose of evaluating a potential business relationship. A Recipient will use at least the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement; (b) dissemination of Confidential Information to any employee, contractor, agent, auditor and/or government regulator of Recipient without a need to know and who are not subject to legally binding obligations of confidentiality no less restrictive than those imposed by this Agreement; (c) communication or other disclosure of Confidential Information to any third party, or (d) publication of any Confidential Information.
- 6. Return or Destruction of Information.** A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies thereof, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Notwithstanding the foregoing, Joe Louis Distilling Company, LLC, shall maintain a copy of Confidential Information until thirty (30) days following the last date Joe Louis Distilling Company, LLC is required to maintain such information pursuant to card payment network standards or for applicable regulatory compliance requirements.
- 7. Exclusions.** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) the Recipient can demonstrate was already in its possession before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser's prior written approval. If a Recipient believes it is required, or is actually required, by subpoena, court order, or other legal process, to disclose Confidential Information, such disclosure shall not be deemed a violation of this Agreement; provided, the Recipient making any such disclosure agrees to give the Discloser

reasonable advance notice (except where such prior notice to Discloser is or would be prohibited by a government regulator or government agency) so that Discloser may contest the disclosure or seek a protective order. The Parties agree that Recipient's disclosure of Confidential Information as required by any card payment network shall not be deemed a violation of this Agreement.

- 8. Disclaimers.** Each Discloser warrants that it has the right to disclose its Confidential Information. No other warranties are made and no responsibility or liability is or will be accepted by either Party as to the accuracy or completeness of the Confidential Information. All Confidential Information is provided "As Is".
- 9. No Obligation.** This Agreement imposes no obligation on a Party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make or allow the use of any technology, services or products.
- 10. Export Compliance.** A Recipient will adhere to all applicable United States and foreign export control laws and regulations and will not export or re-export any technical data or products, to any proscribed country listed in the U.S. Export Administration regulations, or foreign national thereof, unless properly authorized by the U.S. Government.
- 11. Ownership.** The Recipient acquires no intellectual property rights in the Confidential Information disclosed by the Discloser under this Agreement except the limited rights necessary to carry out the purpose as set forth in this Agreement. Subject to the obligations of this Agreement, neither Party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement. Each Party retains sole discretion to assign or reassign the job responsibilities of its employees.
- 12. Remedies.** Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party may be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.
- 13. Governing Law.** THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF MAINE. The Parties irrevocably agree: (i) that exclusive jurisdiction and venue for any and all claims, controversies, disputes, and causes of actions however arising out of or in any way related to this Agreement shall be in the appropriate state or federal court in York County, Maine; (ii) service of process may be made and personal jurisdiction over a Party may be obtained by serving a copy of the Summons and Complaint upon such Party at its address set forth in this Agreement; and (iii) A WAIVER OF TRIAL BY JURY.
- 14. Severability.** If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the Parties agree the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent compatible with existing law.
- 15. Miscellaneous.** The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information. This Agreement does not create any agency or partnership relationship. This Agreement is for the benefit of, and may only be enforced by, each Party hereto and their respective successors and permitted transferees and assigns, and is not for the benefit of, and may not be enforced by, any third party. This Agreement will not be assignable or transferable by Company without the prior written consent of Joe Louis Distilling Company, LLC. All additions or modifications to this Agreement must be made in writing and signed by the Party against whom enforcement is sought. Each Party agrees that electronic and facsimile signatures will have the same legal effect as original (i.e. ink) signatures and may be used as evidence of execution. This Agreement may be executed in counterparts and a scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as and/or constitute an original. Each undersigned below warrants and represents that he or she is a duly authorized representative of the legal entity on behalf of which he or she is executing this Agreement.

Joe Louis Distilling Company, LLC

By: _____
 Name: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Date: _____

("Company")

By: _____
 Name: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Date: _____
 Email: _____
 Phone Number: _____

CONFIDENTIAL PURCHASER QUESTIONNAIRE

Joe Louis Distilling Company, LLC

THIS QUESTIONNAIRE MUST BE ANSWERED FULLY AND RETURNED ALONG WITH YOUR COMPLETED NDA & SUBSCRIPTION AGREEMENT IN CONNECTION WITH YOUR PROSPECTIVE PURCHASE OF SECURITIES FROM **Joe Louis Distilling Company, LLC** (THE “COMPANY”).

THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WILL BE HELD IN STRICT CONFIDENCE. NO INFORMATION WILL BE DISCLOSED EXCEPT TO THE EXTENT THAT SUCH DISCLOSURE IS REQUIRED BY LAW OR REGULATION, OTHERWISE DEMANDED BY PROPER LEGAL PROCESS OR IN LITIGATION INVOLVING THE COMPANY OR THE PURCHASE OF SECURITIES BY THE UNDERSIGNED.

Capitalized terms used herein without definition shall have the respective meanings given such terms as set forth in the Subscription Agreement between **Joe Louis Distilling Company, LLC**, and the subscriber signatory thereto (the “**Subscription Agreement**”).

(1) The undersigned represents and warrants that he, she or it comes within at least one category marked below, and that for any category marked, he, she or it has truthfully set forth, where applicable, the factual basis or reason the undersigned comes within that category. The undersigned agrees to furnish any additional information which the Company deems necessary in order to verify the answers set forth below.

Category A The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds \$1,000,000, excluding the value of his or her primary residence.

Explanation. In calculating net worth you may include equity in personal property and real estate, BUT excluding your principal residence, cash, short-term investments, stock and securities. Equity in personal property and real estate should be based on the fair market value of such property less debt secured by such property.

Category B The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of \$200,000 in each of the two most recent years, or joint income with his or her spouse in excess of \$300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation), and has a reasonable expectation of reaching the same income level in the current year.

Category C The undersigned is a director or executive officer of the Company.

Category D

The undersigned is a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Act”); a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors (describe entity).

Category E

The undersigned is a private business development company as defined in section 202(a) (22) of the Investment Advisers Act of 1940 (describe entity)

Category F

The undersigned is either a corporation, partnership, Massachusetts business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of \$5,000,000. (describe entity)

Category G

The undersigned is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a “sophisticated investor” as defined in Regulation 506(b)(2)(ii) under the Act. **(Must also Answer Question 5 below).**

Category H

The undersigned is an entity (other than a trust) in which all of the equity owners are “accredited investors” within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Questionnaire. **(describe name and type of entity below)**

The undersigned agrees that the undersigned will notify the Company at any time on or prior to the applicable closing of the Offering in the event that the representations and warranties in this Purchaser Questionnaire shall cease to be true, accurate and complete.

(2) Suitability (please answer each question)

- (a) For an individual, please describe your current employment, including the company by which you are employed and its principal business:
- (b) For an individual, please describe any college or graduate degrees held by you:
- (c) For all subscribers, please list types of prior investments:
- (d) For all subscribers, please state whether you have you participated in other private placements before:
- YES NO
- (e) If your answer to question (d) above was “YES”, please indicate frequency of such prior participation in private placements of:

Public Companies Private Companies

Frequently

Occasionally

Never

(f) For individuals, do you expect your current level of income to significantly decrease in the foreseeable future?

YES NO

(g) For trust, corporate, partnership and other institutional subscribers, do you expect your total assets to significantly decrease in the foreseeable future?

YES NO

(h) For all subscribers, do you have any other investments or contingent liabilities which you reasonably anticipate could cause you to need sudden cash requirements in excess of cash readily available to you?

YES NO

(i) For all subscribers, are you familiar with the risk aspects and the non-liquidity of investments such as the Securities which you seek to purchase?

YES NO

(j) For all subscribers, do you understand that there is no guarantee of financial return on this investment and that you run the risk of losing your entire investment?

YES NO

(3) Manner in which title is to be held: (select one)

- (a) Individual Ownership
- (b) Community Property
- (c) Joint Tenant with Right of Survivorship (both parties must sign)
- (d) Partnership
- (e) Tenants in Common
- (f) Company
- (g) Trust
- (h) Other

(4) NASD Affiliation.

(a) Are you affiliated or associated with an NASD member firm (please check one):

YES NO

If Yes, please describe the affiliation:

*If subscriber is a Registered Representative with an NASD member firm, have the following acknowledgment signed by the appropriate party:

The undersigned NASD member firm acknowledges receipt of the notice required by the NASD Conduct Rules.

Name of NASD Member Firm

By: _____
Authorized Officer

Date: _____

(b) If you are affiliated with an NASD member firm, please describe whether you or your firm have obtained any securities from the Company in the 180 days prior to the date hereof, including the type of transaction and the amount and type of securities.

(5) For Trust Subscribers

A. Certain trusts generally may not qualify as accredited investors except under special circumstances. Therefore, if you intend to purchase the Securities in whole or in part through a trust, please answer each of the following questions.

Is the trustee of the trust a national or state bank that is acting in its fiduciary capacity in making the investment on behalf of the trust?

Yes

No

Does this investment in the Company exceed 10% of the trust assets?

Yes

No

B. If the trust is a **revocable** trust, please complete Question 1 below. If the trust is an **irrevocable** trust, please complete Question 2 below.

1. REVOCABLE TRUSTS

Can the trust be amended or revoked at any time by its grantors:

Yes

No

If yes, please answer the following questions relating to **each** grantor (please add sheets if necessary):

Grantor Name: _____

Net worth of grantor (including spouse, if applicable), including home, home furnishings and automobiles exceeds \$1,000,000, excluding the value of grantor's primary or principal residence?

Yes

No

OR

Income (exclusive of any income attributable to spouse) was in excess of \$200,000 for 2018 and 2019 and is reasonably expected to be in excess of \$200,000 for 2020?

Yes

No

OR

Income (including income attributable to spouse) was in excess of \$300,000 for 2018 and 2019 and is reasonably expected to be in excess of \$300,000 for 2020?

Yes

No

2. IRREVOCABLE TRUSTS

A. If the trust is an irrevocable trust, please answer the following questions:

Please provide the name of **each** trustee:

Trustee Name: _____

Trustee Name: _____

Does the trust have assets greater than \$5 million?

Yes

No

B. Do you, as the person executing this questionnaire on behalf of the trust, have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company?

Yes

No

C. Indicate how often you invest in:

Marketable Securities

Often

Occasionally

Seldom

Never

Restricted Securities

Often

Occasionally

Seldom

Never

Venture Capital Companies

Often

Occasionally

Seldom

Never

This completes the questions applicable to Trust Subscribers. Please sign below.

[Remainder of page intentionally left blank]



SIGNATURE PAGE FOR QUESTIONNAIRE FOR Joe Louis Bourbon, LLC SUBSCRIPTION AGREEMENT

The undersigned has been informed of the significance to the Company of the foregoing representations and answers contained in this Confidential Purchaser Questionnaire and such representations and answers have been provided with the understanding that the Company will rely on them.

Individual

Date: _____

Name of Individual
(Please type or print)

Signature of Individual

Name of Joint Owner (Please type or print)

Signature (Joint Owner)

Partnership, Trusts, Corporation or Other Entities

Date: _____

Print or Type Entity Name

By: _____

Print Name: _____

Title: _____

I hereby declare that I completely and carefully read this document and the information given is true and correct to the best of my knowledge and belief.

Please, save this form on your computer and send it to jj@joelouisbourbon.com.