

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement is made by and between Capitol Employment Services, LLC (hereinafter "Employer") and Calibre CPA Group PLLC (hereinafter "Calibre"), effective as of the date signed by both parties.

WITNESSETH:

THAT, WHEREAS, the Employer is party to a collective bargaining agreement ("CBA") with UNITE HERE Local 25; and

WHEREAS, the Employer is obligated under the terms of the CBA to make contributions to the UNITE HERE Local 25 and Hotel Association of Washington D.C. Pension Fund, UNITE HERE Local 25 and Hotel Association of Washington D.C. Group Legal Services Fund, UNITE HERE Local 25 and Hotel Association of Washington D.C. Health and Welfare Fund, and the Hospitality Industry 401(k) Fund ("Funds") on behalf of its employees employed under the terms of the CBA; and

WHEREAS, as permitted under the terms of the CBA and the Funds' governing documents, the Funds have retained Calibre to perform a payroll audit of the Employer for the period January 1, 2014 through December 31, 2016; and

WHEREAS, Calibre has requested from the Employer records and documents that the Funds have deemed pertinent and necessary in order to determine the Employer's compliance with the terms of the CBA; and

WHEREAS, the Employer has requested assurances from Calibre that the records and documents it provides to Calibre ("Records") shall remain confidential and shall not be disclosed to any third party other than those permitted under this Non-Disclosure and Confidentiality Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Non-Disclosure and Confidentiality Agreement, and the mutual agreements set forth herein, and intending to be legally bound, the parties agree as follows:

1. Calibre agrees that it shall not disclose to any third party any of the Records provided to it by the Employer except: (i) to the Funds and UNITE HERE Local 25, and their respective directors, officers, agents, employees, and, Trustees; (ii) to the extent necessary to comply with law or legal process; and (iii) in any action by the Funds arising out of the audit

2. This Non-Disclosure and Confidentiality Agreement may be executed in one or more facsimile or e-mail counterparts, each of which shall be deemed an original, and each of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby have executed this Non-Disclosure and Confidentiality Agreement on the date first above written.

Capitol Employment Services, LLC

Calibre CPA Group PLLC:

By: _____

By: Ellen K. Doherty

Name: _____

Name: Ellen K. Doherty

Date: _____

Date: January 26, 2018