

HAERING PRECISION USA LP

TRAINING AND EMPLOYMENT AGREEMENT

This Training and Employment Agreement ("Agreement") is made this 15th day of December, 2017, between Haering Precision USA LP ("Employer") and David Kestner (Employee").

WHEREAS, Company desires employ and provide Employee with employment training at the Employer's parent company's facility located in Bubesheim, Germany; and

WHEREAS, Employee is prepared to perform those duties and participate in the training program in Germany as set forth in this Agreement.

NOW, THEREFORE, the parties intending to be legally bound agree as follows:

1. Term of Employment. Employee's employment hereunder shall commence on **March 1, 2018**, and shall continue indefinitely until terminated as provided herein. Notwithstanding anything to the contrary contained herein, Employee's employment shall be at-will.

2. Training Period. Employee's training period will begin on **March 1, 2018**, and end on **February 28, 2021**, unless otherwise modified in accordance with the terms of this Agreement or as may be determined by the Employer in its sole discretion ("Training Period").

3. Duties of Employee During Training Period. Employee shall perform the duties set forth in the attached "Haering Germany Training Program" set forth as **Exhibit A**, which may be modified from time to time in the sole discretion of Employer.

4. Duties of Employee Upon Successful Completion of Training Period. Upon Employee's successful completion of the Training Period, the determination of which shall be in the sole discretion of the Employer, Employer may offer Employee an at-will employment position in the United States ("U.S. Position"). Employer will determine which U.S. Position that it will offer Employee based upon Employer's evaluation of Employee's performance and skills during the Training Period. If a U.S. Position is offered and the Employee accepts such offer, the Employer and Employee may memorialize such terms in a separate employment agreement or employee offer letter, which may include but not be limited to, an employee non-compete, non-solicitation and non-disclosure provision customary for the type of U.S. Position being offered.

5. No Guarantee of Employment in U.S. Employer intends, but is not required, to offer Employee a U.S. Position upon successful completion of the Training Period.

6. Compensation. For all services rendered by Employee under this Agreement, he/she shall be entitled to compensation in accordance with the following:

(a) Annual Salary. During the term of this Agreement, Employee shall receive an annual base salary ("Annual Salary") which shall consist of an amount of Seven

Thousand Two Hundred Euros (€7,200.00), which shall be paid in equal monthly installments to the Employee in Germany, in addition to Two Thousand Eight Hundred and Eighty U.S. Dollars (\$2,880.00), which shall be paid in equal monthly installments to the Employee in the United States, less normal and appropriate withholdings. The Employer will arrange to pay the monthly installments to the Employee partially in Germany and partially in the United States in accordance with the Employer's payroll practices.

(b) Retention Bonus. In addition to the Annual Salary as set forth above, if the Employee successfully completes the Training Period, is offered and has accepted a U.S. Position and has entered into a legally binding employment arrangement with the Employer for such U.S. Position, Employee shall be eligible to receive a bonus ("Retention Bonus") equal to Seven Thousand Two Hundred Euros (€7,200.00) which would only be paid after the Employee completes thirty-six (36) consecutive months of employment in the U.S. Position in equal monthly installments over the succeeding thirty-six (36) month period of employment, less normal and appropriate withholdings. With respect to the Retention Bonus, if the Employee is eligible, the Employee would receive each monthly installment payment in U.S. dollars based on the EURO/U.S. currency conversion rate applicable at the time of payment to the Employee or based upon a currency conversion rate set by the Employer, less any currency conversion fees incurred by the Employer. Except as may otherwise be set forth herein, in the event that Employee's employment in that U.S. Position is terminated for any reason prior to receiving all or a portion of the Retention Bonus, the Employee shall forfeit all rights and claims to any remaining portion of the Retention Bonus not yet paid. The Employee shall in no event be entitled to or have any rights and claims to any Retention Bonus prior to the end of the Training Period and prior to the end of thirty-six (36) consecutive months of employment in the U.S. Position.

7. Benefits During Training Period.

(a) Employee shall receive such applicable benefits as may be provided by Employer from time to time, provided Employee is otherwise eligible and desires to participate, and provided further that Employer shall not be obligated hereby to implement any benefits not presently in existence or to continue to maintain any benefits presently in existence or to provide special benefits to Employee.

(b) Employee will be provided with free accommodations selected by the Employer during the Training Period while residing in Germany and participating in the Haering Germany Training Program.

(c) Employee will be provided with free lunch and dinner on weekdays and with free lunch on weekends at the Employer's parent company's cafeteria. The Employee will be responsible for the costs of any other meals not provided or any meals that the Employee chooses other than at the Employer's parent company's cafeteria.

(d) Employee will receive an allotment of ten (10) days of paid time off ("PTO") for each twelve (12) months of employment beginning with the Employee's commencement date of employment and paid company holidays, the determination of which shall be in the sole discretion of the Employer. The Employee may first begin to use the accrued

PTO only after the end of the Employee's initial six (6) months of employment with the Employer. All requests for PTO must be pre-approved pursuant to the terms of the Employer's Employee Handbook, a copy of which will be provided to the Employee upon commencement of employment, which may be amended from time to time in the sole discretion of the Employer. Any unused PTO days earned in each year of employment may not be carried forward into succeeding years of employment and are forfeited upon the end of the applicable year of employment if unused. Paid company holiday policy will be further set forth in the Employee Handbook.

(e) If the Employee elects to return to the United States during the Training Period in Germany, the Employee will be entitled to receive and the Employer will arrange one roundtrip economy class airline ticket for each year of employment during the Training Period to visit the United States and return to Germany, the departure and arrival cities to be approved by the Employer. The Employer will also provide the Employee with an economy class airline ticket from the United States to Germany upon commencement of employment to participate in the Haering Germany Training Program and with an economy class airline ticket from Germany to the United States upon completion of the training program, the departure and arrival airports to be approved by the Employer. If the Employee elects not to visit the United States during any year of the Training Period, then such unused airline ticket shall be forfeited and may not be carried over to any succeeding year and may not be replaced for any other travel purposes.

(f) Employee will have access to shared vehicles belonging to or being leased by the parent company of the Employer, the use and availability of which will be in accordance with policies, practices and procedures of the Employer.

(g) Employer will promptly reimburse Employee for all business expenses which are ordinary, necessary and reasonable, including, without limitation, travel expenses, incurred by Employee in accordance with the policies, practices and procedures of Employer that may be in effect from time to time.

(h) Employer will pay a U.S. and a German accounting firm to advise Employee regarding income tax obligations in Germany and the United States; however, this shall not include any costs or expenses in connection with the preparation or filing of Employee's tax returns in either the U.S. or Germany during the term of this Agreement.

(i) Employee will be covered under Employer's workers' compensation insurance policy during the Training Period.

(j) Employee's annual salary will not be less than the amount required by applicable Georgia and/or U.S. minimum wage requirements.

8. Termination of Employment. As stated in paragraph 1 of this Agreement, Employee's employment shall be at will. Either party may terminate this Agreement at any time and for any reason without any further obligation. Employee shall not be entitled to any compensation or benefits beyond the effective date of such termination. If Employee resigns from employment, Employee will receive payment for any accrued but unused paid time off ("PTO") only if Employee provides fourteen (14) days advance written notice of the resignation.

If Employee fails to provide Employer with the requisite notice or is terminated by Employer for misconduct or criminal activity, violation of Employer's personnel policies, practices and procedures which may be in effect from time to time, or poor performance, Employee will not be entitled to receive any payment in lieu of accrued but unused PTO. If the Employee terminates the Agreement pursuant to this Section 8 prior to the end of the Training Period while still residing in Germany, the Employee fails to provide Employer with requisite notice of termination or the Employee is terminated by the Employer as set forth above, then the Employer will not be entitled to provide a return airline ticket from Germany to the United States and the cost of such return will be borne solely by the Employee.

9. Restrictive Covenants. For purposes of this Agreement, "Restrictive Covenants" mean the provisions of this paragraph 9. It is stipulated and agreed that Employer's business is as follows: the manufacturing, servicing, and selling of automotive precision components and subassemblies (the "Business").

It is further stipulated and agreed that as a result of Employee's employment by Employer, and as a result of Employee's continued employment hereunder, Employee has and will have access to valuable, highly confidential, privileged and proprietary information relating to Employer's Business and that of the affiliated and related entities of the Employer, including, without limitation:

- (i) customer names, their financial position and/or productivity, and their business affairs;
- (ii) special business relationships or agreements with customers, vendors, service providers, agents and brokers;
- (iii) technology and capabilities;
- (iv) software applications and developments and other intellectual property;
- (v) business plans, records and financial matters;
- (vi) present and future marketing strategies and promotional programs;
- (vii) pricing structure and data;
- (viii) sales concepts, strategies and plans; and
- (ix) other information regarded by Employer as proprietary and confidential

(collectively, the "Confidential Information"). It is further acknowledged that the unauthorized use or disclosure by Employee of any of the Confidential Information would seriously damage Employer in its Business and that of the affiliated and related entities of the Employer.

(a) As a consequence of the above, with respect to any Confidential Information which is obtained by Employee during or as the result of Employee's performance of services for Employer and/or Employer's customers (and those of affiliated and related entities of the Employer) and which is not generally available to the public, whatever its nature and form and whether obtained orally, by observation, from written materials or otherwise, Employee agrees as follows. During the term of this Agreement and after its termination or expiration for any reason:

- (i) Employee will hold all such Confidential Information in strict confidence and will not use, publish, divulge or otherwise reveal or allow to be revealed any portion thereof to any third person, company or other entity, except to or with the prior written consent of an authorized representative of Employer;
- (ii) Employee will use all reasonable precautions to assure that all such Confidential Information is properly protected and kept from unauthorized persons or entities, and will immediately report to Employer any misuse of such Confidential Information that Employee may encounter by another person or entity;
- (iii) Employee will make no use of any such Confidential Information except such use as is required in the performance of Employee's services for Employer or its clients or customers; and
- (iv) Upon termination of Employee's employment with Employer for any reason, or upon Employer's request, Employee will immediately deliver to Employer all documents, software, hardware, written materials and other items which contain such Confidential Information.

****The above prohibitions include, without limitation, Employee's identification of specific customers or customer identifying information on Employee's resume or on business or social networking sites, and Employee's discussion about customers or customer identifying information to or with any third person, company or other entity.**

(b) In order to protect the substantial time, money and effort invested by Employer in the training and development of its employees, its design, selling, marketing, pricing and servicing strategies, the development of good will among its clients and customers and other legitimate business interests, and in consideration of Employer's employment of Employee and the compensation and benefits referred to in paragraphs 6 and 7 above, which Employee acknowledges are legally sufficient to support enforceability by Employer of the Restrictive Covenants against Employee, Employee agrees that:

- (i) During Employee's employment with Employer, Employee shall not, directly or indirectly, provide information or services to, solicit or sell for, organize or own any interest in (either directly or indirectly through any other person or entity), become employed or

engaged by, or act as agent for, any person or entity that is directly or indirectly engaged in a business which is the same as or substantially similar to the Business;

- (ii) For a period of two (2) years after Employee's termination from employment with Employer for any reason (the "Restrictive Period"), Employee shall not, directly or indirectly:
 - a. Employ or take any actions for or on behalf of Employee or any other person or entity to assist in the employment, solicitation or recruiting of any individual who was employed by Employer at any time during the twelve (12) month period immediately preceding the termination of Employee's employment with Employer;
 - b. Solicit, attempt to solicit or accept business for or on behalf of Employee or any other person or entity, from any client or customer of Employer in the "Restricted Territory", as hereinafter defined, for whom Employee provided services at any time during the twelve (12) month period immediately preceding the termination of Employee's employment with Employer; or
 - c. Engage in competition with Employer or its respective successors and assigns in the Restricted Territory, as hereinafter defined, by being employed or engaged, in a capacity similar to that in which Employee was employed by the Employer at any time during the twelve (12) month period immediately preceding the termination of Employee's employment, either as a principal, agent, employee, owner, consultant or otherwise, by any person or entity that is directly or indirectly engaged in a business which is the same as or substantially similar to the Business.

(c) For purposes of this Agreement, Restricted Territory shall be defined as the largest territory, enforceable by any court, described by any of the following subparagraph:

- (i) North America;
- (ii) the United States of America;
- (iii) Georgia;
- (iv) any state of the United States in which a customer or client of Employer is located; and

- (v) any county of the United States in which a customer or client of Employer is located.

10. Remedies. It is stipulated that a breach by Employee of the Restrictive Covenants would cause irreparable damage to Employer. Employer, in addition to any other rights or remedies which Employer may have, shall be entitled to an injunction restraining Employee from violating or continuing any violation of such Restrictive Covenants. Such right to obtain injunctive relief may be exercised at the option of Employer, concurrently with, prior to, after or in lieu of, the exercise of any other rights or remedies which Employer may have as a result of any such breach or threatened breach. Employee agrees that upon breach of any of the Restrictive Covenants, Employer shall be entitled to an accounting and repayment of all profits, royalties, compensation, and/or other benefits that Employee directly or indirectly has realized or may realize as a result of, or in connection with, any such breach. Employee further agrees that the Restrictive Period shall not include any period(s) of time during which Employee is in violation of the Restrictive Covenants or any period(s) of time required to enforce the Restrictive Covenants.

11. Acknowledgment of Reasonableness. Employee has carefully read and considered the provisions of this Agreement, has had the opportunity for consultation with an attorney of Employee's choice and agrees that the restrictions set forth herein are fair and reasonably required for the protection of Employer. In the event that any provision relating to the Restrictive Period, the Restricted Territory or the scope of the restrictions shall be declared by a court of competent jurisdiction to exceed the maximum period of time, geographical area or scope that such court deems reasonable and enforceable under applicable law, such time period, geographical area or scope of restriction held reasonable and enforceable by the court shall thereafter be the Restricted Period, Restricted Territory and/or scope under this Agreement.

12. Other Agreements/Warranties. Employee warrants that Employee is not bound by the terms of a confidentiality agreement or non-competition agreement or any other agreement with a former employer or other third party that would preclude Employee from accepting employment with Employer or that would preclude Employee from effectively performing Employee's duties for Employer. Employee further warrants that Employee has the right to make all disclosures that Employee will make to Employer during the course of Employee's employment with Employer. Employee agrees that Employee shall not disclose to Employer, or seek to induce Employer to use, any confidential information in the nature of trade secrets or other proprietary information belonging to others and that in the event Employer directs Employee to perform tasks that would result in the disclosure or use of any such confidential information, Employee shall notify Employer in advance of any such disclosure.

13. Ownership and Assignment of Inventions. Employee understands and agrees that Employee is performing work for hire for Employer and that any Inventions developed or conceived by Employee during Employee's employment with Employer are the sole property of Employer. "Inventions" shall include any inventions, improvements, developments, discoveries, programs, formulations, designs, machinery, products, processes, information systems and software, as well as any other concepts, works and ideas, whether patentable or not, relating to any present or prospective activities or business of Employer (or that of the affiliated and related entities of the Employer). Employee agrees to make Employer aware of all such Inventions. To

the maximum extent permitted by applicable law, Employee further agrees to assign and does hereby assign to Employer all rights, title and interest in and to all such Inventions hereafter made by Employee. Employee will, with reasonable reimbursement for expenses but at no other expense to Employer, at any time during or after Employee's employment with Employer, sign and deliver all lawful papers and cooperate in such other lawful acts reasonably necessary to allow Employer to secure, perfect and enforce such rights and title in the Inventions. This paragraph does not apply to any Invention for which Employee affirmatively proves that (a) no equipment, supplies, facility, or confidential or trade secret information of Employer (or that of the affiliated and related entities of the Employer) was used; (b) which was developed entirely on Employee's own time, and (c) did not result, either directly or indirectly, from any work performed by Employee for Employer.

14. Surrender of Books and Records. Employee acknowledges that all files, computer disks, records, lists, designs, specifications, books, products, plans and other materials owned or used by Employer (or that of any affiliated or related entities of the Employer) in connection with the conduct of its business shall at all times remain the property of Employer (or that of any affiliated and related entities of the Employer), and that upon termination or expiration of this Agreement for any reason, Employee will immediately surrender to Employer all such materials.

15. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes and replaces all prior agreements, arrangements and understandings, whether written or oral. Moreover, this Agreement shall not be modified or changed in any respect except by a writing executed by both parties hereto.

16. Successors and Assigns. The rights and obligations of Employee under this Agreement shall inure to the benefit of Employer, its successors and assigns, and shall be binding upon Employee and her respective successors, heirs and assigns. Employer shall have the right to assign, transfer or convey this Agreement to its affiliated companies, successor entities, or assignees or transferees of substantially all of Employer's business activities. This Agreement, being personal in nature to Employee, may not be assigned by Employee without Employer's prior written consent.

17. Notice. All notices required and permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by certified or registered mail, return receipt requested, addressed to the intended recipient as follows, or at such other address as is provided by either party to the other:

If to Employer:

Günter W. Knoll
c/o Haering Precision USA LP
PO Box 625
Lavonia, Georgia 30553

With a copy to (not constituting notice):

Sam Moses
Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201

18. Governing Law; Forum. This Agreement shall, in all respects, be governed by and construed according to the laws of the State of Georgia. Any dispute or controversy arising out of or relating to this Agreement shall also be governed by the laws of the State of Georgia. Any suit or other proceeding arising out of or relating to this Agreement shall be instituted and maintained in the state or federal courts of Georgia, and the parties hereby waive any objection to such jurisdiction and venue and irrevocably submit to the jurisdiction of such court in any such action or proceeding. Each party shall bear its own costs and expenses, including without limitation, attorneys' fees, in connection with any such suit or proceeding.

19. Litigation and Regulatory Cooperation. During and after Employee's employment, Employee shall cooperate fully with Employer in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of Employer which relate to events or occurrences that transpired while Employee was employed by Employer. Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of Employer at mutually convenient times. During and after Employee's employment, Employee also shall cooperate fully with Employer in connection with any investigation or review of any international, federal, state or local regulatory authority if any such investigation or review relates to events or occurrences that transpired while Employee was employed by Employer. Employer shall reimburse Employee for any reasonable out of pocket expenses in connection with Employee's performance of obligations under this paragraph 19.

20. General Provisions.

(a) This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(b) The parties may waive any breach or non-fulfillment by the other party of any provision of this Agreement. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of, or estoppel with respect to, any subsequent breach.

(c) The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) The provisions of paragraph 9 of this Agreement shall survive the termination of Employee's employment with the Employer for any reason.

(e) Employee has carefully read and considered the provisions of this Agreement and agrees that the restrictions set forth herein are fair and reasonably required for the Employer's protection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

EMPLOYEE:

David Kestner
David Kestner

EMPLOYER:

Haering Precision USA LP

By: Günter W. Knoll 12/13/17
Günter W. Knoll, General Manager

Exhibit A

HAERING PRECISION USA LP GERMANY TRAINING PROGRAM DESCRIPTION

The Haering Germany training program will provide employees with the training and academic foundation necessary for employees to perform work directly for Haering USA. The three-year training program will take place at Haering Germany's Bubesheim, Germany site. While training in Germany, employees will rotate, step-by step, working in all areas of the manufacturing site. Employees in the training program will be expected to participate in the following training areas:

- German language training.
- General CNC machining manufacturing with fully automated equipment.
- Special CNC machining processes with individualized design automation.
- Parts testing, including 100% inspection with special equipment designed by Haering.
- Tool room duties and tool making.
- Manufacturing resources and mechatronics.
- General maintenance.
- Quality management and inspection.
- Project management and engineering.
- Manufacturing supervision.
- Administration, logistics and purchasing.
- Manufacturing leadership and management.