EXHIBIT A

HOLTEC INTERNATIONAL
CONFIDENTIALITY, NON-COMPETE, AND NON-SOLICITATION AGREEMENT

The articles set forth in this Confidentiality, Non-Competition, and Non-Solicitation Agreement (the "Agreement") constitute a binding and enforceable Agreement entered into, by and between Holtec International ("Holtec" or the "Company") and Kevin O'Rourke (hereinafter, "you" or "your").

In consideration of (a) your employment and/or continued employment in such capacity as may be determined by Holtec, (b) the expense, time and effort involved in providing you with specialized and unique training, (c) the access Holtec is providing you to certain trade secrets, and confidential and proprietary information related to the business of Holtec, and (d) other consideration, and intending to be legally bound, Holtec and you agree as set forth below.

1. At-Will Employment.

You acknowledge that your employment as a Holtec Associate is conditioned upon your execution of this Agreement. During the entire period that you are employed by Holtec, you agree to devote your best efforts to advance the interests of Holtec.

Your status is as an at-will Holtec Associate, which means that either Holtec or you may terminate the employment relationship at any time, for any reason, with or without cause. Holtec is not obligated by this Agreement or by separate arrangements to continue your employment for any particular time period or under any specific terms or conditions. You acknowledge and agree that although this Agreement is ancillary to your employment with Holtec, the terms and conditions of your employment (except as it relates to the subject matter of this Agreement) are separate from and form no part of this Agreement.

You represent and warrant to Holtec that you have furnished Holtec with copies of any and all agreements, documents or instruments, if any, to which you are a party or by which you are bound that may restrict you in the performance of your duties for Holtec. You agree not to divulge to Holtec any information which would violate any such agreements, documents or instruments, nor to divulge to Holtec any trade secrets, or confidential or proprietary information of your prior employers or any third-party to which you have obligations of confidentiality.

2. Non-Disclosure of Holtec's Confidential Information.

Holtec is in the business of supplying mechanical, nuclear, and other engineering products and services. In the course of performing such activities, Holtec acquires and develops trade secrets and confidential and proprietary information which is not generally known in the industry.

You recognize that the knowledge and information acquired by you concerning Holtec's engineering designs, technological analyses, mechanical and nuclear industry reports, licensing, manufacturing, site construction services, hardware components, product and other designs, general research, business plans, software, formatting, programs, customer

prospects, customer lists, other customer information, supplier and vendor lists and information, marketing plans, data processing systems and information contained therein, proposals to customers and potential customers, reports, plans, studies, price lists, financial statements, catalogs, and other trade secrets, inventions, designs, know-how, or other private, confidential or proprietary information of or about Holtec which is not already available to the public (collectively, "Holtec Confidential Information") are valuable, special and unique aspects of Holtec's business. You recognize that such Holtec Confidential Information would not be provided to you by Holtec in the absence of this signed Agreement because of the risks that valuable Holtec Confidential Information might otherwise be divulged and thereby damage Holtec's competitive position in the marketplace.

You agree that you will not, during or after your employment with Holtec, (i) disclose or allow the publication of, in whole or in part, any Holtec Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever unless authorized in writing to do so by Holtec, (ii) use any Holtec Confidential Information for your own purpose or for the benefit of any person, firm, corporation, association or other entity other than Holtec; except in the proper performance of your duties as instructed by Holtec, or (iii) disclose Holtec Confidential Information as it relates to the status of employment including, but not limited to, employee private information for others at Holtec. It is a violation of policy to obtain, possess, and/or distribute confidential personnel information. After the term of your employment, the restrictions set forth in this paragraph will not apply to confidential information which is then in the public domain (unless you are responsible, directly or indirectly, for such Holtec Confidential Information entering the public domain without Holtec's consent).

3. **Intellectual Property.**

All patent, trademark, copyright, trade secret and other intellectual property rights (the "Intellectual Property") which you (either alone or in conjunction with others) conceive, make, obtain or develop during the term of your employment with Holtec (whether during or outside of working hours) and which are related in any way to Holtec's business, will be the sole property of Holtec. Intellectual Property will belong to Holtec whether or not patent, trademark, copyright and/or other intellectual property right applications are or can be filed thereon. You will make full and prompt disclosure to Holtec of all Intellectual Property and, at Holtec's request and expense (but without additional compensation to you), will at any time and from time to time during and after your employment with Holtec execute and deliver to Holtec such applications, assignments and other papers and take such other actions (including, but not limited to, testifying in any legal proceedings) as Holtec, in its sole discretion, considers necessary to vest, perfect, defend or maintain Holtec's rights in and to such Intellectual Property.

You have attached to this Agreement a complete list of Intellectual Property, if any, conceived, made, obtained or developed by you prior to your employment by Holtec and such Intellectual Property is excluded from the undertakings in this Agreement.

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4. **Restrictive Covenants and Non-Competition with Holtec.**

You understand that Holtec International is a technology innovator in the field of nuclear spent fuel technologies, in nuclear power plant component design/analysis/licensing, and in fossil power plant (including resource recovery and cogeneration) equipment design. You also understand that the aforementioned product lines constitute the core business activities of Holtec International. If your employment by the Company requires you to work in the Company's core business areas, then you will, by virtue of your work, acquire knowledge, skills, and business information whose availability to any of the Company's worldwide competitors will cause significant business harm to Holtec International. Holtec strictly enforces its intellectual property rights. Misappropriation of Holtec's Intellectual Property, including, without limitation, patents, copyrights, trade secrets and know how will result in the infringer being liable for punitive damages. To protect its vital business interests, the Company requires that you fully understand and accept the activity restriction covenants set forth in this section.

Because of the sensitivity of business and technical information that becomes available to any Holtec associate, you agree that during the term of your employment and for a period of) twenty-four (24) months immediately following the termination of your employment (the "Restricted Period"), you will not either directly or indirectly, accept employment or perform services in any of the areas mentioned in the Company's brochures, advertising literature and website in which you participated directly or indirectly during the course of your employment without the written consent of Holtec's CEO or CFO. By accepting employment with any of the Company's divisions or affiliated business units, you accept and represent that you have voluntarily waived the right to work in the aforementioned areas for the Restricted Period. Failure to abide by this commitment shall be grounds for seeking direct and punitive damages from the associate.

During the Restricted Period, you shall not, directly or indirectly own any interest in (excluding mutual funds for investment purposes), manage, control, participate in, consult with, render services for (except as an employee of Holtec), or in any manner interact with any business entity considered a Competitor of Holtec. This applies only to business entities which compete in the same or substantially the same business area(s) that are or were within the scope of your professional activities at Holtec. For purposes of this agreement, a "Business Entity" can be a single, small company (under 1,500 employees) or a division of a large company (over 1,500 employees) whose products and services compete with Holtec's. In a large company consisting of multiple divisions, this employment restriction applies only to the division (business entity is defined as an autonomous profit center with a stand-alone business structure) which competes with Holtec.

5. **Non-Solicitation of Holtec Customers and Prospective Customers.**

During the Restricted Period, you shall not contact, solicit, sell, or market to any Customer, or Prospective Customer of Holtec on behalf of any Business Entity as defined in the foregoing Paragraph (4), divert or attempt to divert any such Customer's or Prospective Customer's business whatsoever from Holtec, or influence any such Customer or Prospective

customer of Holtec to effect a reduction in its dealings with Holtec.

"Customer" shall mean any person or entity (including but not limited to affiliates or subsidiaries) that was a customer of Holtec at any time during the twenty-four (24) months prior to the termination of your employment.

"Prospective Customer" shall mean any person or entity (including but not limited to affiliates or subsidiaries) who was actively solicited by Holtec during the twelve (12) months prior to the termination of your employment.

You further acknowledge and agree that you shall not offer induce, assist, encourage or suggest (1) that another business or enterprise offer employment to or enter into a business affiliation with any Holtec employee, agent or representative, or (2) that any Holtec employee, agent, or representative terminate his or her employment or business affiliation with Holtec.

You covenant and agree that for a period of twenty-four (24) months after employment with Holtec has been terminated for any reason whatsoever, whether voluntary or involuntary, you will not directly or indirectly, for your own benefit or for the benefit of any other person or entity solicit, aid in solicitation of, induce, encourage, hire, employ, or in any way cause any employee to leave the employ of Holtec. You acknowledge that Holtec has invested significant time, effort, resources and expense in training its employees and agree that the restriction contained in this paragraph is reasonable and necessary to protect Holtec's investment and legitimate business interests.

By way of example, the above restriction does not apply to your employment with a power generation station or a company which renders purely consulting services to the power industry at large.

6. **Return of Holtec Documents and Obligation to Advise Holtec of New Employment.**

Upon the cessation of your employment with Holtec or at any other time upon request of Holtec, you shall immediately deliver to Holtec all software, programs, correspondence, memoranda, notes, records, reports, plans, product and other designs, studies, price lists, customer lists and information, customer contracts, financial statements, catalogs, programs, disks, tapes, other papers, as well as any medium on or by which information is stored, received or made by you in connection with your employment by Holtec, regardless of whether or not such information is Holtec confidential information. You further agree to immediately return to Holtec all Holtec equipment, computers, electronic and communications devices, files, USB and/or other data storage devices, and any other Holtec property in your possession, custody or control.

In the event of a cessation of your employment with Holtec, and during the Restricted Period described in Paragraph 4 above, you agree to disclose to Holtec, the name and address of any new employer or business affiliation within ten (10) days of your accepting such position. In the event that you fail to notify Holtec of such new employment or business

affiliation as required above, the Restricted Period shall be extended by a period equal to the period of nondisclosure.

7. **Enforcement and Remedies in Event of Breach.**

You agree that if you violate the covenants and agreements set forth above (including paragraphs 2, 3, 4 and/or 5), Holtec would suffer irreparable harm, and that such harm to Holtec may be impossible to measure in monetary damages. Accordingly, in addition to any other remedies which Holtec may have at law or in equity, Holtec shall have the right to have all obligations, undertakings, agreements, covenants and other provisions of this Agreement specifically performed by you, and Holtec shall have the right to obtain temporary, preliminary and/or permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement. In such event, Holtec shall be entitled to monetary damages including, but not limited to, an accounting and repayment of all profits, compensation, remunerations or benefits which you, directly or indirectly, have realized or may realize as a result of, growing out of, or in conjunction with any violation of any partial or justified liquidated damages, such remedies shall be an addition to and not in limitation of any injunctive relief or other rights or remedies to which Holtec is or may be entitled at law or in equity under this Agreement and that, in the event Holtec is required to enforce the terms of this Agreement through court proceedings, Holtec shall be entitled to reimbursement for all legal fees, costs and expenses incident to enforcement.

8. **Miscellaneous.**

(a) **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto, except that Holtec may, without securing your consent, assign its rights and obligations hereunder to any successor entity to Holtec by operation of law or otherwise.

(b) **Headings.** The headings contained in this Agreement are inserted for convenience of reference only, and shall not be deemed to be a part of this Agreement for any purposes, and shall not in any way define or affect the meaning, construction or scope of any of the provisions of this Agreement.

(c) **Governing Law.** This Agreement shall be construed under the laws of the State of New Jersey, and the parties consent and agree that the federal and state courts of the State of New Jersey shall have exclusive jurisdiction over any dispute relating to this Agreement.

(d) **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, discussions and proposal, both oral and written, between you and Holtec. This Agreement may not be amended or modified, and no waiver hereunder shall be valid or binding, unless set forth in writing, duly executed by

the party against whom enforcement of the amendment, modification or waiver is sought.

(e) **Construction and Severability.** If any section, paragraph, term or provision of this Agreement, or the application thereof, is determined by a competent court or tribunal to be invalid or unenforceable, then the other parts of such section, paragraph, term or provision shall not be affected thereby and shall be given full force and effect without regard to the invalid or unenforceable portions, and the section, paragraph, term or provision of this Agreement will be deemed modified to the extent necessary to render it valid and enforceable.

(f) **Employee Manual and Administrative Memos.** You are informed that, as a Company Associate, the rules, regulations, responsibilities and privileges applicable to you are documented in the Employee Manual maintained in: G:\Generic\Corporate Manuals, and the Administrative Memos periodically published by the Company in: G:\Generic\Admin\Administrative Memos .

(g) **Acknowledgement.** You acknowledge that you have carefully read and considered the provisions of this Agreement, have had the opportunity to consult with an independent legal counsel of your choosing, and accept employment on the terms set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties, intending to be legally bound, state that they understand this Agreement, enter into it freely, and have duly executed it below.

HOLTEC INTERNATIONAL

Date_____ By:_____

Name:_____

Title: _____

Please print your name.: Kevin P. O'Rourke

Date 5/19/21 Your Signature: Kevin P. O'Rourke