



**MUTUAL NON-DISCLOSURE
AGREEMENT**

Vendors/Dealers/Manufacturers

FC Version 1.0

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Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”) by and between Fluent Conveyors LLC, a Colorado corporation (“Fluent”), _____
_____ (“Dealer/Manufacturer/Vendor”), & _____ (“Dealer/Manufacturer/Vendor”).

WHEREAS Fluent, Dealer, Manufacturer or Vendor (“Parties”) have an interest in participating in business discussions and negotiations wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party’s: (1) trade secrets as defined under Colorado law; (2) business plans, methods, and practices; (3) personnel, customer lists, and suppliers; (4) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, computer aided designs (CAD), or other related information, including information provided to Fluent by other third-party vendors, manufacturers or customers;

NOW, THEREFORE, the Parties agree as follows:

1. All information disclosed with regards to the confidential subject matter of this agreement, between the Parties shall be considered Confidential Information unless the Party disclosing said information notifies the Party receiving said information in writing (including via email) that the disclosed information is not Confidential Information. By way of example and not limitation, Confidential Information includes:
 - Product designs, specifications, drawings, CAD files, and engineering data.
 - Manufacturing processes, methods, and quality standards.
 - Pricing, cost data, purchase quantities, and sourcing details.
 - **All customer-related data**, including names, addresses, contact information, and details of products or services sold to the customer.
 - Any third-party data provided to Dealer/Manufacturer/Vendor.
2. The Party receiving Confidential Information (“Recipient”) from the other Party shall refrain from disclosing such Confidential Information to any third party other than Fluent or Vendor without prior, written approval from the Party who initially disclosed said Confidential Information to the Recipient and shall refrain from using the Confidential Information in any way, including but not limited to using any Confidential Information in any manner to compete with the other Party or solicit any customers of the other Party. The Recipient shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary nature and is

required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement. In the event that Recipient or any of its representatives either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of Fluent (or any of its representatives) that is subject to the confidentiality provisions hereof, Recipient shall notify Fluent (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such information and shall cooperate, at the expense of Vendor, in seeking any appropriate protective order requested by Fluent. In the event that Vendor fails to receive such appropriate protective order in a timely manner and the Vendor reasonably determines that its failure to disclose or provide such information shall actually prejudice Vendor, then the Vendor may thereafter disclose or provide information to the extent required by such law (as so advised by its counsel) or by lawful process or such Governmental Authority and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such confidential and proprietary information, and the Vendor shall promptly provide Fluent with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all persons to whom such information was disclosed, in each case to the extent legally permitted.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - a. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - b. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - c. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - d. Is disclosed pursuant to the lawful requirements of a court or governmental agency or where required by operation of law.

5. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
6. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose: (1) the terms of this Agreement; (2) the sharing of Confidential Information or negotiations of transactions between the Parties; or (3) the existence of a business relationship between the Parties. Notwithstanding the foregoing or anything else set forth in this Agreement, the Parties may disclose that they have entered into this Agreement to another party that also has a business relationship with Fluent, but only for the purpose of facilitating or furthering a business relationship between the Parties and/or either Party and the third party.
7. The Parties agree that the information disclosed to each other Party is, to the best of the Party's knowledge, complete and accurate. However, neither Party warrants that information in any way and each Party understands that the information is subject to correction or change at any time.
8. This Agreement shall remain in effect for a period of three (3) years from the Effective Date unless otherwise terminated by mutual written consent of the Parties. Notwithstanding the foregoing, the requirement to protect and not use Confidential Information disclosed under this Agreement shall survive termination of this Agreement.
9. Dealer/Manufacturer/Vendor may not assign, transfer, or subcontract this Agreement or any right or obligation thereunder, without Fluent's express written consent, which may be withheld for any reason. Any purported assignment, transfer, or subcontract without such consent will be void and ineffective. Fluent may assign this Agreement to any affiliate or related to a Change of Control without the consent of Dealer/Manufacturer/Vendor. Any assignee shall be fully bound by the terms hereof and shall acknowledge the same in writing before any assignment will be valid.
10. This Agreement shall be governed by the laws of the State of Colorado, without regard to conflict of laws principles. Dealer/Manufacturer/Vendor consents to exclusive jurisdiction in the state and federal courts located in Colorado.

Fluent Conveyors LLC

Signature: _____

Name: [_____]

Title: [_____]

Date: [____ / ____ / ____]

Dealer, Manufacturer or Vendor Name:

[_____]

Signature: _____

Name: [_____]

Title: [_____]

Date: [____ / ____ / ____]