

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement is dated [REDACTED], 20 [REDACTED] (the “Effective Date”), and is between The Eco Solution, LLC, a Colorado limited liability company doing business as “EcoEnclose” (the “Company”), and [REDACTED], a [REDACTED] [state of incorporation and entity type] (the “Other Signatory”).

The parties wish to protect the confidentiality of certain confidential information of Company and/or of Other Signatory to be disclosed under this agreement for use in evaluating or pursuing a business relationship between the parties (the “Permitted Use”).

1. As used herein, the “Confidential Information” of a party will mean any and all technical and non-technical information disclosed by such party (the “Disclosing Party”) to the other party (the “Receiving Party”), which may include without limitation: (a) trade secrets; (b) proprietary and confidential information, ideas, processes, techniques, drawings, works of authorship, models, inventions, know-how, and equipment related to the current, future, and proposed products and services of each of the parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (c) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.

2. Subject to Section 3, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party’s employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.

3. The Receiving Party will not have any obligations under this agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:

- (a) was in the public domain at the time it was disclosed to the Receiving Party;
- (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party;
- (c) was in the Receiving Party’s possession free of any obligation of confidence at the time it was disclosed to the Receiving Party;

(d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or

(e) was developed by employees or agents of the Receiving Party who had no access to any Confidential Information.

4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. Furthermore, the Company may disclose certain Confidential Information of the Other Signatory, without violating the obligations of this agreement, to the extent the Company must share the Other Signatory’s Confidential Information with a third-party business partner in order to fulfill the obligations of the business relationship between the Company and the Other Signatory and provided such third-party business partner is also subject to confidentiality obligations.

5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.

6. Upon termination or expiration of this agreement, or upon written request of either party, each party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party’s Confidential Information and all copies thereof.

7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either

party to enter into any further agreement with the other, license any products or services to the other, or to require either party to disclose any particular Confidential Information. Nothing in this agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties.

8. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

9. This agreement will terminate five years after the Effective Date, or may be terminated by either party at any time upon 30 days written notice to the other party; provided, however, that each party's obligations with respect to all Confidential Information of the other party will terminate only pursuant to Section 3 hereof. Each party's obligations under this agreement will be binding upon such party's heirs, successors, and assigns.

10. The Disclosing Party is providing Confidential Information on an "as is" basis for use by the Receiving Party at its own risk. The Disclosing Party disclaims all warranties, whether express, implied or statutory, including without limitation any implied warranties of title, non-infringement of third party rights, merchantability, or fitness for a particular purpose.

11. This agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Colorado, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this agreement may be brought in the state courts and the Federal courts for the county in which Company's principal place of business is located, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This agreement may not be amended except by a writing signed by both parties.

12. Each party acknowledges that its breach of this agreement may cause irreparable damage to the other party and hereby agrees that the other party will be entitled to seek injunctive relief under this agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. If any provision of this agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this agreement unenforceable or

invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14. In any adversarial proceedings between the parties arising out of this agreement or arising out of disclosure or use of Confidential Information, the Prevailing Party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the Prevailing Party incurs in those proceedings, including legal fees and expenses. For purposes of this section, "**Prevailing Party**" means, with respect to any given adversarial proceedings, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the Prevailing Party. If any such proceedings are voluntarily dismissed or are dismissed as part of settlement of that dispute, neither party will be the Prevailing Party in those proceedings.

15. Neither party will assign or transfer any rights or obligations under this agreement without the prior written consent of the other party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a party may assign this agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this agreement shall be binding upon assignees.

16. All notices or reports permitted or required under this agreement will be in writing and will be delivered by personal delivery, email transmission, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses and/or email addresses set forth at the end of this agreement or such other address as either party may specify in writing.

17. This agreement is the final complete, and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties. No modification or amendment to this agreement will be effective unless in writing and signed by both parties.

[Signature page follows]

The parties are signing this Mutual Confidentiality Agreement as of the Effective Date.

COMPANY:

THE ECO SOLUTION, LLC

By: _____

Name:

Title:

Email:

Address: 280 S. Taylor Avenue, Suite 200
Louisville, Colorado 80027

OTHER SIGNATORY:

Name of Other Signatory

By: _____

Name: _____

Title: _____

Email: _____

Address: _____

