

## MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is made by and between \_\_\_\_\_ and Vonco Products, LLC, a Wisconsin limited liability company, effective \_\_\_\_\_, 2022 (effective date)

### RECITALS

The parties acknowledge the following:

- A. The parties are interested in pursuing discussions concerning a potential business relationship.
- B. The data and related information, expertise, methods and strategies owned by the parties are recognized as confidential and proprietary to the respective parties, and constitute valuable commercial assets owned solely by either of the parties ("Confidential Information").
- C. The Confidential Information is disclosed by either of the parties solely and for the limited purpose of evaluating a potential mutually beneficial business transaction ("Disclosure Purpose") between the parties.

### AGREEMENTS

In consideration of the recitals and the mutual agreements which follow, the parties agree as follows:

1. "Confidential Information" shall mean (a) the information that the parties are having discussions related to the Disclosure Purpose or (b) information which is non-public, confidential or proprietary which relates to the technical and/or business information furnished by a party, its subsidiaries, officers, directors, employees, agents or advisors (the "Disclosing Party"). Such Confidential Information includes, without limitation, all data, know-how, recipes, formulas, proprietary products, plans, drawings, specifications, studies, reports, inventions or ideas, records, trade secrets, customer requirements, financial information, margin information, pricing information, policies and procedures, proprietary information and other aspects of the Disclosing Party's business in whatever form embodied, including, without limitation, all information in written, electronic or oral form, or obtained by observation. Confidential Information also includes documents and other tangible items prepared by the party receiving the information, or any of its affiliates, partners, directors, officers, employees, agents or advisers or those of any of its affiliates (all of which are hereinafter collectively referred to as the "Receiving Party"), which contain, reflect or otherwise use Confidential Information provided by the Disclosing Party. This Agreement applies to all Confidential Information provided by one party to the other prior to

and after the effective date of this Agreement. In the event the Receiving Party has any question about whether certain information falls within the scope of Confidential Information, the Receiving Party shall treat such information as Confidential Information until told otherwise in writing by the Disclosing Party.

2. The parties agree that the Disclosing Party would suffer great loss and irreparable damage if the Receiving Party should use or disclose such information for any purpose, except for the Disclosure Purpose. Therefore, the Receiving Party agrees that it will keep all Confidential Information confidential and will not, without the prior, written consent of the Disclosing Party, disclose any portion of the Confidential Information in any manner whatsoever, in whole or in part, and will not use the Confidential Information other than solely in connection with the Disclosure Purpose.

3. In protecting the Confidential Information, the Receiving Party agrees to use the protection set forth in this Agreement or the same standard of care as the Receiving Party uses to protect its own trade secrets or proprietary and confidential information, whichever is greater. The Receiving Party agrees to transmit Confidential Information only to those persons who need to know such information in connection with the Disclosure Purpose who are informed by the Receiving Party of the confidential nature of the information and who are obligated to maintain it as confidential. The Receiving Party agrees to take all appropriate precautions against unauthorized disclosure of the Confidential Information by any person under its direction or control. The Receiving Party will be responsible for any breach of any provisions of this Agreement by any person who receives Confidential Information from the Receiving Party. The parties further agree that nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides the Disclosing Party with broader protection than that provided in this Agreement.

The Receiving Party shall indemnify, defend and hold the Disclosing Party, its shareholders, officers, directors, employees, agents, successors and assigns (collectively, the Indemnified Parties”) harmless from and against all direct or indirect losses, damages, or expenses of whatever form (including, without limitation, reasonable attorneys' fees) that any of them sustain as the result of any breach of this Agreement by such Receiving Party or any of its employees, agents or representatives. The Receiving Party's indemnification obligations shall survive termination of this Agreement.

4. All Confidential Information will remain the exclusive property of the party that disclosed the Confidential Information. This Agreement implies no rights, conditions, or obligations other than as expressly set forth herein. In particular, no right or license, either express or implied, under any patent or patent

application, copyright, trademark, or other intellectual property right is granted hereunder.

5. On request of the Disclosing Party at any time, the Receiving Party shall (a) deliver to the Disclosing Party, or (b) destroy and confirm such destruction in writing to the Disclosing Party, all of the Disclosing Party's Confidential Information including any and all originals or copies of reports, studies, data and the like provided by the Disclosing Party or generated and/or prepared by the Receiving Party and based directly or indirectly on such Confidential Information. Notwithstanding the foregoing, each party's legal counsel may retain a single copy of the Confidential Information of the other party solely for the purpose of verifying or demonstrating compliance with the terms of this Agreement. All provisions of non-use and confidentiality under this Agreement shall apply to the retained copy.

6. These obligations of non-use and confidentiality shall not apply to information that:

(a) becomes generally available to the public other than as a result of a disclosure (i) by the Receiving Party or anyone to whom the Receiving Party transmits Confidential Information, or (ii) by a person who is under a obligation of secrecy regarding the disclosed information;

(b) becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) who is not bound by a confidentiality agreement or other obligation of secrecy with the Disclosing Party with respect to such information;

(c) was known to the Receiving Party or was in the Receiving Party's possession prior to the date it was disclosed to the Receiving Party by the Disclosing Party as evidenced by the Receiving Party's prior written records; or

(d) is required by law to be disclosed. If a Receiving Party becomes legally compelled to disclose any Confidential Information, prior to making any such disclosure, the Receiving Party will provide the Disclosing Party with prompt notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

7. It is understood that neither party makes any representation as to the current condition or completeness of their disclosed Confidential Information. All Confidential Information is furnished on an "as is" basis.

8. If any provision of this Agreement or the application of any provision to any person or circumstance is held invalid, the remainder of this

Agreement or the application of such provision to other persons or circumstances shall not be affected and shall remain in full force.

9. The obligations of confidentiality and non-use imposed under this Agreement shall survive for two years following the termination of the Disclosure Purpose, except with respect to Confidential Information which constitutes a trade secret, for which the obligations of confidentiality and non-use shall survive until the later of (a) two years following termination of the Disclosure Purposes or (b) until such Confidential Information is no longer a trade secret.

10. This Agreement constitutes and contains the entire Agreement of the parties with respect to the Confidential Information provided by the parties. This Agreement supersedes and replaces any and all prior understandings and agreements between the parties relating to the subject matter hereof. Any modification of this Agreement shall be in writing and executed in the same manner as this Agreement. If any controversy concerning the rights or obligations under this Agreement occurs, such rights or obligations shall be enforceable in a court of equity with a decree of specific performance. Such remedies shall, however, be cumulative and nonexclusive and shall be in addition to any other remedies the parties may have. No failure of either party to detect, protest, or halt any breach of this Agreement will constitute a waiver of any right or remedy of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written by their respective duly authorized representatives.

Company Name: \_\_\_\_\_

Print Name & Position \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: Vonco Products, LLC

Print Name & Position \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_