**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement is made and entered into, as of March 5, 2021 (“Effective Date”), by and between **Roadie, Inc.**, a Delaware corporation, having a principal place of business at 3565 Piedmont Rd. NE Building 4, Suite 120, Atlanta, GA 30305 and **Vibrant Tropical** a Sole Propietary having a principal place of business at 10292 Tall Oaks Cirle, Parker, CO 80134

The parties wish to discuss a potential business transaction(s) between them (“Purpose”) and in connection therewith each party intends to disclose and receive “Confidential Information” of the other party. The party disclosing Confidential Information is referred to as the “Discloser” and the party receiving Confidential Information is referred to as the “Recipient.”

* **Confidential Information**. “Confidential Information” means all information disclosed by or on behalf of Discloser for the Purpose before or after the date of this Agreement, in written or oral form, and whether or not labeled or designated as confidential or proprietary, including without limitation: (i) all technical and non-technical information related to a party’s business and current, future and proposed products and services, trade secrets (as defined under applicable law), and other intellectual property, (ii) all third party information which Discloser is obligated to treat as confidential or proprietary, (iii) any other information that is competitively or commercially valuable and not generally known or readily available by legal means to Discloser’s competitors, or which by its nature would reasonably be considered confidential, and (iv) any and all derivatives of Confidential Information.
* **Obligations**. Recipient will not use any Discloser’s Confidential Information except as necessary for the Purpose and will only disclose and/or disseminate Discloser’s Confidential Information to its employees and advisors (collectively, “Representatives”) who have a bona fide need to know in order to pursue the Purpose. Recipient shall advise its Representative of the confidential nature of the information disclosed, ensure its Representatives are bound by written or professional obligations substantially similar to those in this Agreement, and be fully responsible for any breach of this Agreement by any of its Representatives. Recipient shall treat Discloser’s Confidential Information with the same degree of care as Recipient accords to Recipient’s own Confidential Information, but not less than reasonable care, and shall take all reasonable steps to prevent, control, or remedy any loss or unauthorized disclosure of Discloser’s Confidential Information. Recipient shall promptly notify Discloser of any actual or suspected loss or unauthorized disclosure of its Confidential Information and shall reasonably assist Discloser in remedying the same. The parties may disclose the existence of the negotiations, discussions or consultations in progress between the parties on if agreed to by both parties. A party shall not disclose any Confidential Information of a third party in violation of any confidentiality obligation or proprietary right.
* **Exclusions**.

(a) Recipient’s obligations shall not apply to Discloser’s Confidential Information that: (i) Recipient can show as a matter of record was lawfully and previously known to it at the time of receipt; (ii) is lawfully obtained by Recipient from a third party who lawfully obtained the information free of any obligation of confidentiality, provided no damages shall accrue unless Recipient knew or should have known that such disclosure was unlawful; (iii) is or that becomes generally available to the public, through no action or fault of Recipient or its Representatives; or (iv) has been or is independently developed by Recipient, without reliance on or use of Discloser’s Confidential Information. Notwithstanding personal information of customers and employees shall be Confidential Information hereunder even if excluded above.

(b) If Recipient or its Representatives become legally compelled or requested to disclose any of Discloser’s Confidential Information, such Recipient party may disclose the same without breach hereof. Recipient shall notify Discloser of the request as promptly as legally allowed and provide reasonable assistance to Discloser (at Discloser’s request and expense) if it seeks a protective order. In the absence of a protective order Recipient will use reasonable efforts to obtain confidential treatment for, and will limit its disclosure to, Discloser’s Confidential Information that is directly responsive. Recipient may disclose Discloser’s Confidential Information if necessary to establish the Recipient’s rights under this Agreement. Notwithstanding any disclosure of Discloser’s Confidential Information pursuant to this subsection, the information disclosed shall remain Confidential Information as between the parties and entitled to the protections herein.

* **Return of Confidential Information**. Within five (5) days after any request by Discloser, Recipient shall destroy or deliver to Discloser, at Discloser’s option, all materials in Recipient’s possession or control that contain or disclose any of Discloser’s Confidential Information; provided Recipient shall not be required to return or destroy Discloser’s Confidential Information contained in reports, notes, or other materials prepared for the Purpose if all is rendered unreadable or inaccessible, or if it is stored on routine back-up media and subject to destruction in due course or required to be maintained in order to satisfy any law, regulation, or internal policy or procedure to which Recipient is subject. Any portion of Discloser’s Confidential Information that is not returned or destroyed shall be kept confidential in accordance with the terms hereof until returned, destroyed or this Agreement no longer applies to the same. Upon Discloser’s request, Recipient will provide Discloser a written certification of Recipient’s compliance its obligations under this Section.
* **Ownership; No Warranty**. No ownership, license or any other rights to Discloser’s Confidential Information is granted or implied hereby. All Confidential Information is “AS IS” and without any warranty, express or implied, regarding the Confidential Information’s completeness, accuracy, performance or otherwise.
* **Term**. This Agreement will continue for a period of one (1) year unless terminated by either party upon written notice. A Recipient’s obligations under Section 2 will continue until such time as the Discloser’s Confidential Information disclosed pursuant to this Agreement becomes publicly known and made available through no breach of this Agreement by the Recipient. The fact that a portion of the Confidential Information may become publicly known shall not affect Recipient’s obligations as to any other portion of the Confidential Information that is not publicly known.
* **Injunctive Relief**. A breach by Recipient or its Representatives of this Agreement may cause irreparable and continuing damage to Discloser for which money damages are insufficient, and Discloser shall be entitled to seek injunctive relief and/or a decree for specific performance, and other relief as may be proper (including money damages if appropriate), without the need to post a bond or other security therefor.
* **Notices**. Any notice required or permitted by this Agreement shall be in writing and any such notice, request, or other communication shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, on the date of confirmed delivery if delivered by email, or on the date of deposit in the United States mail as provided above. Either party may from time to time and at any time change its mailing or email address such change to become effective when notice is provided in accordance with the above.
* **Governing Law**. The laws of the State of Delaware govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles.
* **Severability; Waiver; Modification; Assignment**. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. If a party waives any term, provision or breach of this Agreement, such waiver shall not be effective unless in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach. This Agreement may be modified only if authorized representatives of both parties consent in writing. Neither party will assign or transfer any rights or delegate any performance under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however that a party may withhold its consent if it reasonably believes that its Confidential Information would thereby be disclosed to a competitor. All assignments and delegations in violation of the foregoing are void.
* **Entire Agreement**. This Agreement constitutes the final and exclusive agreement between the parties with respect to the treatment of Confidential Information disclosed hereunder. It supersedes all agreements, whether prior or contemporaneous, written or oral, concerning the treatment of the Confidential Information.
* **Counterparts**. This Agreement may be executed and delivered in separate counterparts, each of which will constitute an original, but all of which together will constitute one and the same instrument. Any counterpart may comprise one or more duplicates provided that each party executes at least one such duplicate. A photocopy of a fully or partially-executed original of this Agreement, including for example a PDF or graphical-image copy, will be admissible in evidence for all purposes in any proceeding as between the parties to the same extent (if any) as the original.

**Signatures Follow on Next Page**

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

**VIBRANT TROPICAL ROADIE, INC.**



By:

Name: Tyler Drake Name: Dennis Moon\_\_\_\_\_\_\_\_\_\_\_\_

Title: Owner Title: Head of Operations