

Mutual Nondisclosure Agreement

Version dated October 1, 2026

1. Parties and purpose

This Mutual Nondisclosure Agreement (the "Agreement") is between Skyview Partners LLC dba Adverio, a Wyoming limited liability company ("Adverio"), and the company named in the signature block below (the "Company"). Each is a "Party."

1.1 Effective Date. The Agreement takes effect on the date the Company signs or electronically accepts it (the "Effective Date").

1.2 Purpose. The Parties want to evaluate a possible business relationship. This includes Adverio's review of the Company's marketplace accounts, advertising, and related business data, and the Company's review of Adverio's proposals, methods, and pricing (the "Purpose").

2. Confidential information

2.1 Definition. "Confidential Information" means nonpublic information that one Party (the "Discloser") shares with the other (the "Recipient") in connection with the Purpose, in any form. It includes sales, traffic, advertising, pricing, cost, inventory, customer, and supplier data. It includes Adverio's methods, tools, reports, proposals, and pricing. It also includes any data the Recipient views or exports through account access the Discloser grants.

2.2 Exclusions. Confidential Information does not include information the Recipient can show (a) is or becomes public through no fault of the Recipient, (b) was lawfully known to the Recipient before disclosure, (c) was lawfully received from a third party with no duty of confidentiality, or (d) was developed independently without use of the Discloser's Confidential Information.

3. Obligations

3.1 Use. The Recipient will use Confidential Information only for the Purpose.

3.2 Care. The Recipient will protect Confidential Information with at least the care it uses for its own similar information, and never less than reasonable care.

3.3 Representatives. The Recipient may share Confidential Information only with its employees, contractors, and advisors who need it for the Purpose and are bound by confidentiality duties at least as protective as this Agreement ("Representatives"). The Recipient is responsible for any breach by its Representatives.

3.4 No cross-use. Adverio will not use the Company's Confidential Information for any other client, or include it in any public material, without the Company's written consent.

4. Account access

4.1 Company control. Granting account access is optional. The Company decides which accounts and permission levels to grant and may change or revoke access at any time.

4.2 No changes during evaluation. Adverio will stay within the permissions granted. It will not change listings, pricing, advertising, or account settings during the evaluation unless the Company asks in writing.

4.3 No banking access. Adverio will not request access to banking or payment settings.

5. Required disclosure

If law or a court order requires the Recipient to disclose Confidential Information, the Recipient will give the Discloser prompt written notice where legally allowed, so the Discloser can seek protection. The Recipient will disclose only what is legally required.

6. Return and deletion

Within 30 days of the Discloser's written request, or of either Party ending discussions in writing, the Recipient will return or delete the Discloser's Confidential Information, including exports and copies. On request, the Recipient will confirm deletion in writing. Copies held in routine backups or kept to meet legal duties may be retained and stay subject to this Agreement.

7. Term

This Agreement lasts one year from the Effective Date. Either Party may end it earlier with written notice. Confidentiality duties continue for two years after the Agreement ends. Duties for trade secrets continue for as long as the information remains a trade secret.

8. Remedies

Unauthorized disclosure may cause harm that money damages cannot fully repair. The Discloser may seek injunctive relief in addition to any other remedy available by law.

9. General terms

9.1 No license. Nothing in this Agreement grants any right or license to either Party's intellectual property.

9.2 No obligation. Neither Party must enter any further agreement. Any engagement will be governed by a separate signed services agreement.

9.3 As is. Confidential Information is provided "as is," without warranty of any kind.

9.4 Electronic signature. This Agreement may be signed in counterparts and by electronic means. Clicking "I agree" and typing a full name on Adverio's online acceptance form, or signing a copy by hand or electronically, is a valid signature with the same effect as an original.

9.5 Governing law. This Agreement is governed by the laws of the State of Wyoming, without regard to conflict-of-law rules.

9.6 Entire agreement. This is the Parties' full agreement on its subject. It can be changed only in a writing signed by both Parties. If the Parties sign a separate nondisclosure agreement covering the same Purpose, that agreement controls.

9.7 Assignment. Neither Party may assign this Agreement without the other's written consent, except to a successor to substantially all of its business.

Signatures

Adverio has signed below. This Agreement becomes binding when the Company signs or accepts it online.

	Adverio	Company
Legal entity	Skyview Partners LLC dba Adverio	
Signature	/s/ Mike Danford (electronic)	
Name	Mike Danford	
Title	Co-owner and Chief Revenue Officer	
Email	mike@adverio.io	
Date	Pre-signed. Effective when the Company signs.	