



04/28/2025

## SOLO BRANDS, INC.

### NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of April 11, 2025 ("Effective Date"), by and between:

**The Gefvert Company**, with its principal place of business at 316 Country Ridge Drive - Royersford, PA 19468, and

**Solo Brands, Inc.**, with its principal place of business at 1001 Mustang Dr. Grapevine, TX 76051.

Collectively, the Disclosing Party and Receiving Party are referred to as the "Parties."

#### 1. Purpose

The Parties wish to explore a potential business relationship (the "Purpose") and, in connection with this Purpose, may disclose to each other certain confidential information. This Agreement is intended to protect such confidential information on a mutual basis.

#### 2. Definition of Confidential Information

"Confidential Information" means any information, whether oral, written, electronic, or in any other form, disclosed by one Party to the other that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, financial data, trade secrets, technical data, customer lists, and proprietary processes. Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of the Party receiving it;
- (b) was already in the possession of the Party receiving it without restriction prior to disclosure;
- (c) is lawfully obtained by the Party receiving it from a third party without breach of any confidentiality obligation; or
- (d) is independently developed by the Party receiving it without use of or reference to the other Party's Confidential Information.

#### 3. Mutual Obligations

Each Party agrees to:

- (a) hold the other Party's Confidential Information in strict confidence and take reasonable measures to protect its confidentiality;
- (b) not disclose, publish, or otherwise reveal the other Party's Confidential Information to any third party, except as expressly permitted under this Agreement;
- (c) use the other Party's Confidential Information solely for the Purpose and not for any other purpose without prior written consent of the disclosing Party; and
- (d) limit access to the other Party's Confidential Information to its employees, agents, or representatives who have a need to know such information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.

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**4. Permitted Disclosure**

A Party may disclose the other Party's Confidential Information if required by law, court order, or government regulation, provided that the Party required to disclose promptly notifies the other Party in writing (where legally permitted) and cooperates with the other Party, at the other Party's expense, to limit the scope of such disclosure.

**5. Term and Duration of Confidentiality**

This Agreement shall commence on the Effective Date and continue until terminated by either Party with thirty (30) days' written notice. Each Party's obligations with respect to the other Party's Confidential Information shall survive for a period of 5 years following the termination of this Agreement or until the Confidential Information no longer qualifies as confidential under Section 2, whichever occurs first.

**6. Return or Destruction of Confidential Information**

Upon termination of this Agreement or at the written request of the Party that disclosed the Confidential Information, the other Party shall promptly return or destroy all copies of such Confidential Information in its possession or control and, upon request, certify in writing that such return or destruction has been completed.

**7. No License or Ownership**

Nothing in this Agreement grants either Party any rights, license, or ownership in the other Party's Confidential Information. All Confidential Information remains the sole property of the Party that disclosed it.

**8. No Warranty**

Confidential Information is provided "as is." Neither Party makes any warranties, express or implied, regarding the accuracy, completeness, or fitness for a particular purpose of the Confidential Information it discloses.

**9. Remedies**

Each Party acknowledges that unauthorized disclosure or use of the other Party's Confidential Information may cause irreparable harm. In the event of a breach or threatened breach of this Agreement, the affected Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

**10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the United States. Any disputes arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction within the United States.

**11. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral. This Agreement may not be amended except in writing signed by both Parties.



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12. Miscellaneous

- (a) If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (b) Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- (c) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Solo Brands, Inc.

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

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

Title: \_\_\_\_\_

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

The Gefvert Company

Signature: *Christopher Gefvert*

Name: Christopher Gefvert

Title: Owner

Date: 04/28/2025