

Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement (this "Agreement") is made as of the date of the last signature below (the "Effective Date") between Vesara, Inc., a Delaware corporation with offices at 548 Market Street, #90878, San Francisco, CA 94104 ("Vesara"), and the company identified on the signature page ("Company"). Vesara and Company are each a "Party" and together the "Parties".

The Parties are evaluating and may enter into a design partnership under which Vesara reads Company's business records to identify open obligations and recoverable amounts (the "Purpose"). Each Party expects to receive nonpublic information from the other during that evaluation, during any security and legal review, and during any pilot. This Agreement sets out how each Party protects that information.

1. Confidential Information

1.1 Definition. "Confidential Information" means nonpublic information that a Party (the "Discloser") makes available to the other Party (the "Recipient") in connection with the Purpose, in any form, that is marked or identified as confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure. Confidential Information includes business plans, financial information, pricing, product and technical information, security documentation and assessment results, system architecture, personnel information, customer and vendor information, and the terms of any proposed agreement between the Parties.

1.2 Exclusions. Confidential Information does not include information that the Recipient can show (a) is or becomes publicly available through no breach of this Agreement, (b) was known to the Recipient without a duty of confidentiality before the Discloser disclosed it, (c) is received from a third party that has no duty of confidentiality to the Discloser, or (d) is developed independently by the Recipient without use of or reference to the Discloser's Confidential Information.

2. Obligations

2.1 Use and care. The Recipient will use Confidential Information only for the Purpose. The Recipient will protect Confidential Information with at least the care it uses for its own confidential information of similar sensitivity, and never less than reasonable care.

2.2 Representatives. The Recipient may disclose Confidential Information only to its employees, officers, directors, affiliates, professional advisors, insurers, and contractors who need to know it for the Purpose and who are bound by written confidentiality obligations at least as protective as this Agreement (together, "Representatives"). The Recipient is responsible for any act or omission of its Representatives that would breach this Agreement if done by the Recipient.

2.3 Restrictions. The Recipient will not reverse engineer, decompile, or disassemble any software, model, or prototype the Discloser provides. The Recipient will not copy Confidential Information except as reasonably needed for the Purpose.

2.4 Notice. The Recipient will notify the Discloser promptly after learning of any unauthorized use or disclosure of Confidential Information and will cooperate to limit its effect.

2.5 Required disclosure. The Recipient may disclose Confidential Information to the extent required by law, regulation, or legal process. Where legally permitted, the Recipient will give the Discloser prompt notice, will cooperate at the Discloser's expense in seeking protective treatment, and will disclose only the portion required.

3. Discussions, security review, and personal data

3.1 Existence of discussions. The fact and content of the Parties' discussions are Confidential Information of both Parties, except as a signed letter of intent, order form, or other written agreement between the Parties permits.

3.2 Security review. Vesara's security policies, architecture descriptions, penetration test results, questionnaire responses, and compliance reports are Vesara's Confidential Information. Company may share them with the security assessors and advisors it engages for the Purpose under Section 2.2.

3.3 Personal data. This Agreement does not authorize either Party to provide the other with personal data beyond the business contact details of the people involved in the Purpose. Any processing of personal data during a pilot or subscription is governed by the data processing terms of the agreement that covers that work.

4. No obligation, no license, no warranty

4.1 Neither Party is obliged to disclose any information or to enter into any further agreement. Either Party may end the discussions at any time by written notice.

4.2 Confidential Information remains the property of the Discloser. This Agreement grants no license under any patent, copyright, trade secret, trademark, or other intellectual property right, except the limited right to use Confidential Information for the Purpose.

4.3 Confidential Information is provided as is. The Discloser makes no representation or warranty about its accuracy or completeness, except that each Party represents that it has the right to disclose the Confidential Information it provides.

5. Term and return

5.1 Term. This Agreement runs for two (2) years from the Effective Date unless the Parties end it earlier by written notice or supersede it under Section 7.4. The Recipient's obligations for Confidential Information received during the term continue for three (3) years after the term ends, and for any trade secret for as long as it remains a trade secret under applicable law.

5.2 Return or destruction. Within thirty (30) days after the Discloser's written request or the end of the term, the Recipient will return or destroy the Discloser's Confidential Information in its possession and, on request, confirm that in writing. The Recipient may keep copies held in routine backups and one archival copy required by law or its record retention policy, in each case subject to this Agreement for as long as they are kept.

6. Remedies

Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause harm for which damages are an inadequate remedy. The Discloser may seek injunctive relief and specific performance in any court of competent jurisdiction, in addition to any other remedy available at law or in equity.

7. General

7.1 Governing law and venue. *This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, except that either Party may seek injunctive relief in any court of competent jurisdiction.*

7.2 Assignment. *Neither Party may assign this Agreement without the other Party's written consent, except to an affiliate or to a successor in a merger, acquisition, or sale of substantially all of its assets, with written notice to the other Party. This Agreement binds and benefits the Parties and their permitted successors and assigns.*

7.3 Notices. *Notices under this Agreement are effective when sent by email to the address on the signature page, with a copy by courier for any notice of breach.*

7.4 Relationship to later agreements. *If the Parties sign a master subscription agreement or other definitive agreement that contains its own confidentiality terms, those terms govern information disclosed under that agreement from its effective date. This Agreement continues to govern information disclosed before that date.*

7.5 Entire agreement. *This Agreement is the entire agreement between the Parties on its subject matter and supersedes all prior discussions about confidentiality. It may be amended only in a writing signed by both Parties. A waiver on one occasion is not a waiver on any other. If any provision is held unenforceable, it will be modified to the minimum extent needed and the rest of this Agreement remains in effect.*

7.6 Compliance. *Each Party will comply with applicable export control and sanctions laws in handling Confidential Information.*

7.7 Counterparts. *This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which form one agreement.*

Signature page to the Mutual Nondisclosure Agreement

The Parties have signed this Agreement as of the Effective Date.

Vesara, Inc.	Company (legal name)
By:	By:
Name: Andrew Boos	Name:
Title: Chief Executive Officer	Title:
Email: andrew.boos@vesara.ai	Email:
Date:	Date:

Company legal name	
Entity type and jurisdiction	
Address for notices	