Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is by and between:

OnLogic, Inc., a Vermont corporation located at 435 Community Dr., So. Burlington, VT 05403 ("OnLogic"); and

Counterparty Name, Counterparty Incorporation State, located at Counterparty Address, ("Company").

Each party may receive or disclose Confidential Information under this Agreement. The party disclosing Confidential Information shall be considered the "Discloser". The party receiving Confidential Information shall be considered the "Recipient." All Confidential Information exchanged by the parties under this Agreement shall be used solely for the purpose of exploring a potential business relationship (the "Purpose").

In consideration of the mutual promises and covenants contained in this Agreement, and to assure the protection and preservation of the confidential and/or proprietary nature of the information to be mutually disclosed or made available to each other the parties hereto agree as follows:

1. Confidential Information Defined. "Confidential Information" shall be deemed to include proprietary information including, but not limited to, any specification, layout, design, appearance, know-how, sample product, trade secret, information, process, technique, algorithm, computer program (source and object code), design, drawing, formula, data sheets, test data related to any research project, work in progress, third-party proprietary information, future development, engineering, manufacturing, marketing, servicing, financing or personnel matter relating to the Discloser, its present or future products, business, sales, suppliers, clients, customers, employees, investors, or business. Such Confidential Information may be disclosed or presented orally, in writing, or in graphic or electronic formats. Unless otherwise explicitly stated by the Discloser, all writings or tangible material (including drawings, graphs, charts, disks, tapes) shall be deemed "Confidential Information" regardless of whether it is marked as such. If the Confidential Information is disclosed orally or visually, the disclosing party shall identify it as Confidential Information at the time of such disclosure or within a reasonable time after disclosure.

2. Confidentiality Exceptions. Confidential Information shall not be deemed to include information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known or available; (b) is known by the Recipient at the time of receiving such information as evidenced by its records; (c) is hereafter furnished to the Recipient by a third-party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Recipient without any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by the Discloser.

3. Confidentiality of Discussions. Unless otherwise required by law, Recipient agrees that it shall not, without the prior written consent of the Discloser, disclose to any person or entity either (a) the fact that discussions or negotiations are taking place concerning a possible business relationship or transaction between the parties, or (b) any of the terms, conditions or other facts with respect to any such possible arrangement, including, without limitation, the status of negotiations with respect thereto.

4. Protection of Confidential Information

a. Binding Obligations. Recipient acknowledges that the Discloser's Confidential Information is a special, valuable and unique asset. For itself, and on behalf of its officers, directors, agents, employees, consultants, contractors, attorneys, accountants and financial advisors (collectively, "Representatives"), Recipient agrees that it will keep in confidence all Confidential Information, and that, unless expressly permitted herein, it will not directly or indirectly disclose or otherwise make available Confidential Information of the other party to any third-party. Recipient, for itself and its Representatives, agrees that it will only use Confidential Information received from the other party for the Purpose. Recipient may disclose Confidential Information only to its Representatives, who are bound by obligations of confidentiality and restricted use at least as restrictive as those contained herein, and who need to know such Confidential Information for the Purpose. Recipient shall be liable to the Discloser for any breach of such confidentiality obligations and restrictions on use by its Representatives.

b. Precautions. Recipient shall take at least the same level of precautions as it takes to protect and maintain the confidentiality of its own confidential information, but no less than reasonable security precautions.

c. Recipient shall not use any recording technologies, including, but not limited to, video or audio summary applications, while communicating with Discloser unless Recipient has complete control of such recording. For avoidance of doubt, using a recording technology that uploads its collected information to a large-language model or generative artificial intelligence platform/application shall be a material breach of this Agreement.

d. Recipient shall not reverse engineer, decompile, disassemble any prototypes, software, hardware or other tangible objects which embody the Discloser's Confidential Information and which are provided to the party hereunder.

e. Reproduction of Confidential Information. A Recipient may make copies of the other party's Confidential Information only for the Purpose. Any reproduction of Confidential Information of the other party by either party shall remain the property of the Discloser, and shall contain any and all confidential or proprietary notices or legends which appear on the original.

f. Protective Orders. In the event that Recipient is requested or required by a court, government agency or legal process to disclose any Confidential Information of the Discloser, Recipient agrees to provide prompt written notice, to the Discloser so that it may seek a protective order or, in its discretion, waive compliance with the provisions of this Agreement. Disclosures pursuant to this paragraph shall be limited to that portion of the Confidential Information that the Recipient is legally obligated to provide.

g. Return of Materials. Upon termination of this Agreement or the Discloser's written request, the Recipient shall immediately cease use of Confidential Information and, the Discloser's written request, return or destroy all Confidential Information; however routine electronic back-ups and one archival copy may be maintained for use only in monitoring compliance with and resolving disputes related to this Agreement.

5. Proprietary Rights. All Confidential Information is and shall remain the property of the Discloser. By disclosing information to Recipient, Discloser does not grant any express or implied right to or under Discloser's patents, copyrights, trademarks or trade secret information. Discloser has and shall retain all right, title and interest in and to its own Confidential Information and no license or right of any kind or nature in or to Confidential Information is granted by the Discloser to the Recipient.

6. Term & Termination. This Agreement shall become effective on the date hereof and will remain in full force and effect for 3 years unless this Agreement is expressly terminated by either party as set forth herein. This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. Notwithstanding the above, the termination of this Agreement for any reason shall not relieve either party of its obligations of confidentiality and restricted use under Sections 3 and 4, with respect to Confidential Information disclosed prior to the effective date of termination, and such obligations together with Sections 1 and 2 and Sections 5 through 8 hereof shall survive the termination of this Agreement for a period of five (5) years from the date of such termination.

7. Rights & Remedies.

a. Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient, and will cooperate with the Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use.

b. Recipient acknowledges that Confidential Information may have unusual and extraordinary value, and that the prospective breach of any provision of this Agreement by Recipient may cause Discloser great and irreparable harm, for which remedies available at law may be inadequate. Therefore, without the necessity of proving actual damages or posting any bond, Discloser shall be entitled to seek injunctive and other equitable relief as may be deemed proper by a court of competent jurisdiction, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Agreement.

c. No remedy or election hereunder shall be deemed exclusive but shall be cumulative with all other remedies available at law or in equity.

8. Miscellaneous.

a. As Is. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance. If Recipient acts or does not act in reliance, in whole or in part, on the Discloser's Confidential Information, it does so at its own risk and expense.

b. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Vermont, without giving effect to principles of conflict of laws. Any suit hereunder will be brought solely in the federal or state courts located in Chittenden County, Vermont, USA.

c. Entirety. This Agreement constitutes the entire agreement with respect to Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

d. Agency, etc. This Agreement does not create a partnership, joint venture or other legal entity or relationship between the parties. Neither party has the authority to bind the other to any third party.

e. No Commitment. Confidential Information provided is not intended to represent a commitment by Discloser to enter into any business relationship with the Recipient or with any other entity. If the parties desire to pursue business opportunities, the parties shall execute a separate written agreement to govern such business relationship.

f. Modifications, Supplements & Amendments. This Agreement may not be modified, supplemented or amended except by a written instrument signed by an authorized representative of each party.

g. Assignment. Neither party may assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior, written permission of the other party hereto. Any non-permitted assignment or attempted assignment without the other party's prior written consent shall be null and void.

h. Export Restrictions. Both parties agree that they do not intend nor will they, directly or indirectly, export or re-export (a) any Confidential Information; (b) any product (or any part thereof), process or service that is the direct result of the Confidential Information to (i) any country that is subject to U.S. or EU export restrictions (currently including, but not necessarily limited to, Russia, Iran, Iraq, Syria, Cuba, North Korea, Libya and Sudan), or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any end-user who either party knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or agency or nation of the EU.

i. Successors. The parties' rights and obligations under this Agreement shall inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns.

j. Attorney Fees. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees (in addition to any other relief awarded or granted).

k. Publicity. Neither party shall make any public announcement or disseminate any press release regarding this Agreement, the exchange or disclosure of Confidential Information unless, in the opinion of counsel to such party, such disclosure is required by law, in which event the disclosing party shall, if practical, give the other party prior written notice of such announcement or release and cooperate and consult with the other party in preparing the text of such disclosure.

l. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, then to the extent necessary to make such term or provision of this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this agreement, and the remaining portion of such term or provision and the remaining other terms and provisions hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the parties hereto insofar as that is possible.

m. Warranty. The parties warrant and represent that their respective undersigned is duly authorized to sign and has the necessary right to execute this Agreement. The parties warrant and represent that they have the prior consent of third-parties for any disclosures of third-party Confidential Information.

n. Notices. Any notices required or permitted hereunder shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the addresses set forth above or such other address as either party may specify in writing.

INTENDING TO BE BOUND, the parties hereto have entered into this Agreement as of [Agreement Date].

ONLOGIC, INC.			Counterparty Name	
By:			By:	
	(Signature)			*(Signature)*
Name:			Name:	
	(Printed Name)			*(Printed Name)*
Title:			Title:	
Date:			Date:	