MUTUAL NON-DISCLOSURE AGREEMENT

Atlas Logic Trust Center — Restricted Documentation Access

This Mutual Non-Disclosure Agreement (the "**Agreement**") is entered into as of the Effective Date (defined in Section 10) by and between **Atlas Logic Inc.** ("**Atlas Logic**") and the entity identified in the signature block below ("**Counterparty**"). Atlas Logic and Counterparty are each a "**Party**" and together the "**Parties**." A Party disclosing Confidential Information is the "**Disclosing Party**" and a Party receiving it is the "**Receiving Party**."

1. Purpose

The Parties wish to exchange Confidential Information solely to allow Counterparty to evaluate Atlas Logic's security, privacy, and compliance posture and to evaluate, negotiate, or maintain a business relationship between the Parties, including through restricted materials made available at trust.atlaslogic.io (the "Trust Center") (the "Purpose").

2. Confidential Information

2.1 "Confidential Information" means all non-public information disclosed by or on behalf of a Disclosing Party to the Receiving Party, whether orally, visually, in writing, electronically, or through the Trust Center, that is marked or identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

2.2 Atlas Logic's Confidential Information expressly includes:

(a) **Trust Center materials:** third-party audit and attestation reports (including SOC reports and ISO/IEC certification documentation), penetration test summaries, vulnerability assessments, security and privacy policies, architecture and data-flow diagrams, subprocessor details, business continuity and incident response plans, and completed security questionnaires;

(b) **Telemetry-remediation loops:** all proprietary logic, workflows, and playbooks for autonomous GRC detection and remediation;

(c) **AI methodologies:** training data, model architecture, prompts, evaluation and validation logic, and control-mapping methods, including for ISO/IEC 27001:2022 and other frameworks;

(d) **Operational trade secrets:** product roadmaps, internal gap-analysis schemas, pricing, and non-public financial and business information.

2.3 Counterparty's Confidential Information includes its security requirements, vendor-risk questionnaires and assessment criteria, internal policies, and non-public business information shared for the Purpose.

2.4 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known to it without restriction before disclosure; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

3. Obligations for the Receiving Party

The Receiving Party shall:

(a) use Confidential Information solely for the Purpose;

(b) protect Confidential Information using at least the same degree of care it uses for its own information of similar sensitivity, and no less than reasonable care;

(c) restrict disclosure to its and its affiliates' employees, officers, auditors, insurers, and professional advisors ("Representatives") who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement, and remain responsible for any breach by its Representatives;

(d) not copy, distribute, publish, or post Confidential Information except as reasonably necessary for the Purpose, and not remove or alter any confidentiality or watermark notices;

(e) not reverse engineer, decompile, or use Confidential Information to develop, train, benchmark, or improve any competing product, service, or AI model; and

(f) promptly notify the Disclosing Party upon becoming aware of any unauthorized use or disclosure and cooperate reasonably to mitigate it.

4. Third-Party Reports

Audit and attestation reports issued by independent auditors are provided subject to any use and distribution restrictions stated in the report. The Receiving Party shall comply with those restrictions, shall use such reports only to assess Atlas Logic's controls as a current or prospective customer, and shall not disclose them to any third party other than its Representatives without Atlas Logic's prior written consent.

5. Compelled Disclosure

If the Receiving Party is required by law, regulation, subpoena, or court order to disclose Confidential Information, it shall, where legally permitted, give the Disclosing Party prompt written notice and reasonable assistance so the Disclosing Party may seek a protective order, and shall disclose only the portion legally required.

6. Term, Duration, and Return of Information

6.1 This Agreement covers disclosures made during the two (2) years following the Effective Date. Either Party may terminate it earlier on thirty (30) days' written notice.

6.2 The Receiving Party's obligations survive termination and continue for three (3) years from the date of each disclosure; if obligations for any trade secret continue for as long as it remains a trade secret under applicable law.

6.3 Upon written request or termination, the Receiving Party shall promptly return or destroy the Disclosing Party's Confidential Information and, on request, certify destruction in writing. The Receiving Party may retain copies held in routine backup systems or required to be kept by law or bona fide internal compliance policy, which remain subject to this Agreement.

7. Ownership; No License; No Warranty

7.1 All Confidential Information remains the sole property of the Disclosing Party. No right, title, license, or interest in any patent, copyright, trade secret, trademark, or other intellectual property is granted or implied by this Agreement.

7.2 ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." Neither Party makes any representation or warranty as to its accuracy, completeness, or fitness for any purpose. Trust Center materials describe controls as of the dates stated in them and do not constitute a guarantee of security, legal or compliance advice, or a contractual commitment. Any binding security or compliance commitments will be set out only in a separately executed definitive agreement.

8. No Obligation

Neither Party is obligated to disclose any information or to enter into any further agreement or transaction. Each Party may independently develop or acquire products and services, provided it does not breach this Agreement.

9. Remedies

Unauthorized use or disclosure of Confidential Information may cause the Disclosing Party irreparable harm for which monetary damage would be inadequate. The Disclosing Party is therefore entitled to seek injunctive or other equitable relief, without posting bond, in addition to any other remedies available at law or in equity.

10. General

10.1 Effective Date; Electronic Acceptance. This Agreement is effective on the date it is signed by Counterparty or accepted electronically through the Trust Center (the "Effective Date"). Electronic acceptance by an individual on behalf of Counterparty constitutes that individual's representation that they are authorized to bind Counterparty and has the same effect as a handwritten signature.

10.2 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 state and federal courts located in Delaware have exclusive jurisdiction, except that either Party may seek equitable relief in any court of competent jurisdiction.

10.3 Export Compliance. Each Party shall comply with applicable export control and sanctions laws in connection with Confidential Information.

10.4 Precedence. If the Parties enter into a definitive agreement containing confidentiality terms, those terms govern information exchanged under that agreement.

10.5 Miscellaneous. This Agreement is the entire agreement of the Parties on its subject matter and supersedes any prior confidentiality terms for the Purpose, including click-through terms on the Trust Center. It may be amended or waived only in a writing signed by both Parties. Neither Party may assign it without the other's consent, except to a successor in a merger, acquisition, or sale of substantially all relevant assets. If any provision is unenforceable, the remainder stays in effect. This Agreement may be executed in counterparts and by electronic signature.

10.6 Notices. Notices must be in writing and sent to the addresses below. Notices to Atlas Logic shall be sent to legal@atlaslogic.io.

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

ATLAS LOGIC INC.	**COUNTERPARTY**
Signature: _____	**Company:** _____
Name:	**Signature:** _____
Title:	**Name:** _____
Date: _____	**Title:** _____
	Email: _____
	Address: _____
	Date: _____