

## HERONAI, INC.

### MUTUAL AGREEMENT OF CONFIDENTIALITY

This Mutual Agreement of Confidentiality (this “Agreement”) dated as of \_\_\_\_\_ (the “Effective Date”) is made by and between HeronAI, Inc., a Delaware corporation (“Company”), and \_\_\_\_\_, a \_\_\_\_\_ (“Counterparty”).

In order to pursue a potential business transaction between them, Company and Counterparty recognize that there is a need to disclose to each other certain confidential information and to provide for mutual agreements to protect such confidential information. In consideration of the mutual promises contained herein, Company and Counterparty agree as follows:

1. Confidential Information. This Agreement shall apply to all confidential and proprietary information disclosed by the parties to each other, in whatever form (written, oral or visual), including information disclosed prior to the Effective Date, with respect to their respective businesses, operations and proprietary technologies, which can include any documents, notes, analyses, studies, financial summaries, samples, drawings, diagrams, designs, flowcharts, databases, models, plans and software (including source and object codes), that at any time, on or after the Effective Date has been or is provided or communicated by or on behalf of such party or any of its Representatives (as defined below), including any discussions or negotiations with respect thereto and any data, ideas, concepts or techniques contained therein (“Confidential Information”); provided, however, that for purposes of this Agreement Confidential Information shall not be deemed to include information which at the time of disclosure or thereafter (a) is generally available to the public (other than as a result of a disclosure by the receiving party), (b) is available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided such source is not and was not bound by confidentiality restrictions with the disclosing party or otherwise prohibited from transmitting such information to the receiving party by a contractual, legal or fiduciary obligation, (c) was already in the possession of receiving party prior to receipt from the disclosing party as evidenced by contemporaneous written records, or (d) has been independently developed by the receiving party, as evidenced by contemporaneous written records.

2. Nondisclosure. Company and Counterparty agree to (i) use each other’s Confidential Information only for the purpose of pursuing a potential business transaction between them (ii) treat such Confidential Information with same degree of care as it treats its own confidential information, which in no event shall be less than reasonable care, and (iii) not to disclose the other party’s Confidential Information to any third party, except as provided herein. Company and Counterparty may disclose each other’s Confidential Information to their respective employees, accountants, financial advisors, outside counsel, consultants and other representatives with a bona fide need to know (collectively, “Representatives”), provided that such Representatives have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Neither party shall use the other party’s Confidential Information, or permit it to be accessed or used, for any purpose other than a potential business transaction, or otherwise in any manner the other party’s detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around the other party’s proprietary services, products, and/or confidential intellectual property.

3. Required Disclosures. If Company, or Counterparty or any of their respective Representatives is required by law to disclose any of the other party's Confidential Information or any of the terms, conditions or other facts with respect to the potential business transaction between Company and Counterparty, the party required to make such disclosure will promptly notify the other party of such requirement prior to making the disclosure. Company and Counterparty will then confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to both Company and Counterparty in light of the circumstances under which the disclosure is required to be made, provided that if following such notice and conferring Company and Counterparty are unable to agree on a mutually acceptable form and terms of disclosure, then the party making the disclosure shall have no liability to the other party to the extent such disclosure is required by law provided such party makes reasonable efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other party's Confidential Information by the tribunal requiring disclosure.

Notwithstanding anything to the contrary in this Agreement or any other agreement between the parties, nothing in this Agreement or any other agreement between the parties prohibits, or is intended in any manner to prohibit, either party from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Neither party needs the prior authorization of the other party or its legal counsel to make any such reports or disclosures, and neither party is required to notify the other party that it has made such reports or disclosures.

4. No Representations. Company and Counterparty understand and acknowledge that neither party is making any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, and neither Company, Counterparty nor the officers, directors, employees, stockholders, owners, affiliates or agents of either will have any liability to the party receiving Confidential Information resulting from such party's use of or reliance on the Confidential Information. Only those representations or warranties that are made in a definitive agreement between Company and Counterparty when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such agreement, will have any legal effect.

5. Limitation of Use. In the event that the transaction contemplated by this Agreement shall not be consummated, neither Company, Counterparty nor the Representatives of either shall use any of the Confidential Information now or hereafter received or obtained with respect to any of the business or affairs of the other party in furtherance of its business, or the business of anyone else.

6. Return or Destroy. Upon the written request of the other party, Company, or Counterparty, as the case may be, shall promptly destroy or return to the disclosing party at disclosing party's discretion, within ten (10) days, all Confidential Information of the disclosing party and all copies thereof if in written or other tangible form; provided, however, that counsel to the receiving party may keep one copy of such Confidential Information for archival purposes. Within such ten-day period, if requested by the disclosing party, an affidavit of the receiving party, duly sworn by an

officer of the receiving party, shall be delivered to the disclosing party attesting to the return and destruction of all Confidential Information.

7. Ownership/No License. The parties agree that, the disclosing party is and shall remain the exclusive owner of the Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. Company and Counterparty recognize and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

8. Defense of Trade Secrets Act. Both parties understand that nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

9. Term. This Agreement shall be effective as of the date first written above and shall continue in effect for [one (1)] year, provided, however, that the obligations and restrictions contained in this Agreement shall survive the termination or expiration of this Agreement for an additional seven (7) years.

10. Assignment. This Agreement shall not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, provided, however, either party may transfer or assign this Agreement, in whole or in part, without the prior written consent of the other party, in connection with a merger, consolidation, or a sale or transfer of all or substantially all of the assets to which this Agreement relates. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of laws. Company and Counterparty agree that remedies at law, alone, are inadequate to remedy breaches of this Agreement and therefore Company and Counterparty consent to the issuance of injunctive relief against it to prevent or end any violation by it of this Agreement. Company and Counterparty agree that either party shall be entitled to injunctive relief to prevent an actual or threatened violation of this Agreement and to enforce the provisions hereof, without showing or proving any actual damage to such party or posting any bond in connection therewith. This Agreement constitutes the entire understanding of the parties with respect to its subject matter, supersedes any prior communication and understanding with respect thereto, and no modification or amendment of any provision hereof shall be valid unless made in writing and signed by both parties.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties hereby have caused this Mutual Agreement of Confidentiality to be executed as an agreement under seal as of the Effective Date.

[COUNTERPARTY]

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_  
\_\_\_\_\_

HERONAI, INC.

By: \_\_\_\_\_

Name:

Title: