Confidentiality Agreement

Vader Technologies LLC (Vault 33) and Recipient. NXL Verifier pack. Version 2.

This Confidentiality Agreement takes effect at the moment Recipient accepts it, as recorded by Vault 33 (the "Effective Time"), between:

Vader Technologies LLC, doing business as Vault 33, a Montana limited liability company with its address at 309 Wisconsin Ave, Ste 13, Whitefish, MT 59937-2319, United States ("Vault 33"); and

the organisation named in the signature block below, acting through the individual who signs for it ("Recipient").

1. Purpose

Vault 33 will let Recipient evaluate the NXL Verifier and a sample seal, so Recipient can decide whether to discuss a business relationship with Vault 33 (the "Purpose").

2. Confidential Materials

"Confidential Materials" means everything in Schedule A, everything Recipient learns from using or reading it, and any other non-public information Vault 33 shares about NEXLEDGER, in any form. The sample data is invented, but the Verifier, its code, its design and how it works are Vault 33's confidential information.

3. What Recipient may do

Recipient may open and run the Verifier and read the sample guide for the Purpose only. Recipient may share the Confidential Materials only with its own employees, contractors and professional advisers who need them for the Purpose and are bound to confidentiality at least as strict as this agreement. Recipient is responsible for their compliance.

4. What Recipient must not do

Recipient must not:

- copy, publish, post or forward the Confidential Materials, or the link to them, beyond section 3;
- modify the Verifier, or use it or its code to build, train or improve any product or service;
- try to extract, derive or reverse-engineer anything from the Verifier beyond running it for the Purpose;
- try to obtain, or claim to have, any ability to create seals, keys or certificates of Vault 33;
- file any patent or other IP application that uses the Confidential Materials.

5. Exceptions

Sections 2 to 4 do not apply to information that is public through no fault of Recipient, that Recipient already lawfully held, that Recipient received from a third party free of duty, or that Recipient develops independently without using the Confidential Materials. If the law requires disclosure, Recipient will tell Vault 33 first where lawful and disclose only what is required.

6. Ownership

Vault 33 keeps all rights in the Confidential Materials. This agreement grants no licence other than the limited right in section 3.

7. No warranty

The Verifier and sample are provided as is, for demonstration. The sample data is invented. Nothing here is a statement that any seal is accurate, compliant or fit for any purpose.

8. Term and return

The obligations in this agreement last indefinitely for the Verifier and its code, and 5 years from the Effective Time for other information. If a period is longer than the law allows, it is limited to the longest period the law allows. On request, Recipient will delete or return the Confidential Materials and confirm in writing.

9. Remedies

Recipient agrees that breach could cause harm that money cannot fix, and that Vault 33 may seek an injunction in addition to other remedies.

10. Authority and signature

The individual who signs for Recipient confirms that they have authority to bind the organisation named below. If they do not, they are personally bound by this agreement. The typed name entered at acceptance is that individual's signature, and the time of acceptance recorded by Vault 33 is the date of signature. The Vault 33 signature below is applied by Vault 33 publishing this agreement for acceptance.

11. General

This agreement is the whole agreement on its subject. It may be signed electronically. It is governed by the law of Montana, with disputes in the state and federal courts located in Montana.

Signatures

Vader Technologies LLC (Vault 33)	Recipient
Name: Adarius Matthews	Organisation: as entered at acceptance
Title: Founder	Name, title, work email: as entered at acceptance
Signature: /s/ Adarius Matthews (applied by publication)	Signature: typed name entered at acceptance
Date: the Effective Time	Date: the Effective Time

Schedule A: Confidential Materials

Item	Detail
Link	https://verify.vault33.co
NXL Verifier (single HTML file)	SHA-256 a0ac0597a86db06faddeaa1bf34fc9a24a67f8fee6d77845caf7a9252e5d450c
NXL Sample Seal guide (PDF, 3 pages)	SHA-256 9f22ca3f39a548e63bded913bc4cecfa7b91c82c2f8a7ef0b48168d3893b6535
Anything else	Anything Vault 33 shares about NEXLEDGER, in any form