

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into on April 2, 2026 between Harbor Metrics Inc., a Delaware corporation with offices in Portland, Oregon, and Volk Freight LLC, an Oregon limited liability company. Each party may disclose confidential information to the other, so each is both a Disclosing Party and a Receiving Party under this Agreement.

1. Purpose

The parties wish to evaluate a possible integration between Harbor Metrics' analytics platform and Volk Freight's dispatch system. Confidential information may be exchanged for that purpose and for no other purpose.

2. Confidential information

Confidential information means non-public information disclosed by either party, in any form, including pricing, customer lists, source code, product roadmaps, financial results, and the existence and contents of these discussions. Information marked confidential is covered. Information that is obviously confidential from its nature is covered whether marked or not.

3. Exclusions

This Agreement does not cover information that is already public, that the Receiving Party already held without a duty of confidence, that a third party supplied without restriction, or that the Receiving Party developed independently without using the other party's information.

4. Obligations of the Receiving Party

The Receiving Party will keep confidential information secret, will use it only for the purpose in Section 1, and will protect it with at least the care it uses for its own confidential information. It may share the information with employees, officers and professional advisers who need it for the purpose, and only if they are bound by confidentiality obligations at least as protective as these. The Receiving Party remains responsible for their compliance.

5. Compelled disclosure

If a Receiving Party is required by law, subpoena or court order to disclose confidential information, it may do so. It will give the Disclosing Party written notice first, where the law allows, so that party can seek a protective order.

6. Term

This Agreement runs for 2 years from April 2, 2026. Either party may end it earlier with 30 days written notice. The duty of confidentiality in Section 4 continues for 3 years after the date of each disclosure, whether or not this Agreement has ended.

7. Return of materials

On written request, the Receiving Party will return or destroy the Disclosing Party's confidential information within 15 days, and will confirm in writing that it has done so. It may keep one copy in its legal files, and copies held in routine backups, for as long as the confidentiality duty lasts.

8. No licence, no obligation to proceed

Nothing here transfers ownership of, or grants any licence to, any intellectual property. Nothing here obliges either party to enter into any further agreement, to buy anything, or to continue the discussions.

9. Remedies

The parties agree that money damages may not be an adequate remedy for a breach of this Agreement, and that the Disclosing Party may seek injunctive relief in addition to any other remedy available to it.

10. Governing law

This Agreement is governed by the laws of the State of Oregon. The parties submit to the exclusive jurisdiction of the state and federal courts located in Multnomah County, Oregon.

11. Entire agreement

This Agreement is the entire agreement between the parties on this subject and replaces any earlier understanding. It may be amended only in writing signed by both parties.

Harbor Metrics Inc.

Signature: _____ **Date:** _____

Name: Dana Whitfield, Chief Executive Officer

Volk Freight LLC

Signature: _____ **Date:** _____

Name: Marcus Volk, Managing Member