MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of **[DATE]** (the "Effective Date"), by and between:

[CLIENT/FIRM NAME], a [State of Incorporation] [Entity Type] with its principal place of business at [Address] ("Client"),

AND

Don L. Gaconnet, operating as an independent Cognitive Systems Engineer, with a principal address at N3445 Como Rd, Lake Geneva, WI 53147 ("Auditor").

Client and Auditor may each be referred to herein individually as a "Party" or collectively as the "Parties."

1. Purpose and Scope

The Parties wish to explore a potential or active engagement wherein Auditor will perform deterministic structural stress-testing (the "Purpose") using proprietary diagnostic methodologies. In connection with the Purpose, each Party may disclose (the "Disclosing Party") to the other Party (the "Receiving Party") certain confidential and proprietary information.

2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one Party to the other, whether disclosed orally, in writing, or via electronic data room, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Client's Confidential Information includes, without limitation, target asset financial telemetry, debt covenants, operational data, and deal structures. Auditor's Confidential Information includes, without limitation, the Nova Verification Engine algorithms, Psychosocial Pressure Index (PPI) code, diagnostic methodologies, and structural frameworks.

3. Non-Disclosure and Restricted Use

The Receiving Party shall use the Disclosing Party's Confidential Information solely for the Purpose. The Receiving Party shall not disclose such Confidential Information to any third party except to its employees, legal counsel, or authorized representatives who need to know such information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those herein. Auditor specifically covenants that Client telemetry will not be used to train artificial intelligence models (LLMs) or routed through unauthorized third-party commercial APIs.

4. Cryptographic Erasure and Data Destruction

Upon the completion of the Purpose, delivery of the final Clearance Report, or the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information. Auditor specifically agrees that within ten (10) business days following the delivery of a final verification report, all raw source files, financial telemetry, and intermediate working context provided by Client shall

be permanently purged via cryptographic erasure, backed by a signed Certificate of Destruction, **unless data retention is strictly requested in writing by Client's counsel** for compliance or litigation hold purposes.

5. Intellectual Property Ring-Fencing

Nothing in this Agreement grants the Receiving Party any right, title, or interest in or to the Disclosing Party's Confidential Information. Client retains 100% ownership of all submitted telemetry and the final deliverable report. Auditor retains exclusive, pre-existing, and perpetual IP rights to the Nova Verification Engine, all testing algorithms, and the structural methodologies applied to process the data.

6. Non-Advisory Mandate (No Fiduciary Overlap)

Client acknowledges that Auditor operates exclusively as a technical systems engineer. Auditor does not issue legal opinions, fairness opinions, investment recommendations, or management consulting advice. All deliverables are deterministic technical evaluations limited strictly to structural capacity and boundary conditions.

7. Term and Governing Law

This Agreement shall remain in effect for a period of five (5) years from the Effective Date, provided that obligations regarding trade secrets shall survive perpetually. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

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

CLIENT: [CLIENT/FIRM NAME]	**AUDITOR: Don L. Gaconnet**
By: _____	By: _____
Title: _____	Title: Cognitive Systems Engineer III
Date: _____	Date: _____

ANNEX A: STANDARD STATEMENT OF WORK (SOW)

This Statement of Work ("SOW") is issued under and governed by the Mutual Non-Disclosure Agreement dated **[DATE]**. This SOW scopes a fixed-fee deterministic verification engagement.

1. Target Entity / Asset	[Target Company Name or Code Name]
2. Verification Service	[ ] Pre-Deal Structural Clearance [ ] Post-Mortem Forensic Audit [ ] Executive Load-Bearing Audit [ ] Enterprise AI Stress-Test
3. Data Intake Requirement	Standard VDR export strictly limited to Channel 1 physical telemetry (12-24 months historical cash flow, balance sheet, covenant schedules). Zero executive interviews required.
4. Deliverable	The Nova Decision Clearance Report: A binary STATE 1 (Cleared) or STATE 0 (Rejected) determination detailing structural limits, fracture joints, and quantified masking overhead.
5. Timeline	Delivery within **[5 to 10]** business days following secure receipt of uncurated telemetry.
6. Fixed-Fee Structure	Standalone fixed fee of **$[AMOUNT]**. Zero retainers, zero success fees, and zero post-close advisory obligations. Invoicing occurs upon report delivery.

By signing below, the Parties authorize the commencement of the verification protocol defined in this SOW.

Client Authorized Signatory

Don L. Gaconnet, CSE III