

NON-DISCLOSURE AGREEMENT

For Patent-Pending Technology

This Agreement is entered into as of _____, 20

BETWEEN:

Disclosing Party:

Brian Rutherford
6 Country Place Drive
Wimberley, Texas 78676-3114
("Discloser")

AND

Receiving Party:

("Recipient")

RECITALS

WHEREAS, Discloser has developed and owns proprietary rights in certain patent-pending technology relating to an **Automated Vulnerability Discovery and Security Validation System for Post-Quantum Cryptographic Implementations Using GPU-Accelerated Quantum Attack Simulation** within the MWRASP (Total) defensive cybersecurity framework (Docket No. RUTHERFORD-012-PROV) (the "Technology");

WHEREAS, Discloser wishes to disclose certain Confidential Information relating to the Technology to Recipient for the purpose of evaluating a potential business relationship, investment, licensing opportunity, or collaboration ("Purpose");

WHEREAS, Recipient wishes to receive such Confidential Information subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all information disclosed by Discloser to Recipient, whether orally, in writing, or in any other form, relating to the Technology, including but not limited to:

- a) Technical specifications, algorithms, source code, and system architecture of the defensive cybersecurity testing system
 - b) GPU acceleration techniques and tensor core optimizations for vulnerability discovery
 - c) Quantum-enhanced side-channel analysis methods operated by AI agents
 - d) MWRASP framework integration and AI agent network designs
 - e) Performance metrics, test results, and vulnerability discovery capabilities
 - f) Patent application materials, claims, and prosecution strategies
 - g) Business plans, financial information, and commercialization strategies
 - h) Any information marked as "Confidential" or "Proprietary"
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2. OBLIGATIONS OF RECIPIENT

Recipient agrees to:

- a) Hold all Confidential Information in strict confidence
 - b) Not disclose Confidential Information to any third parties without prior written consent
 - c) Use Confidential Information solely for the Purpose stated above
 - d) Protect Confidential Information using the same degree of care used for its own confidential information, but no less than reasonable care
 - e) Limit access to Confidential Information to employees or agents having a legitimate need to know
 - f) Not reverse engineer, disassemble, or decompile any prototypes, software, or materials
 - g) Not file any patent applications based on or incorporating the Confidential Information
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3. EXCEPTIONS

The obligations in Section 2 shall not apply to information that:

- a) Was publicly known at the time of disclosure
 - b) Becomes publicly known through no breach of this Agreement by Recipient
 - c) Was rightfully received by Recipient from a third party without breach of any confidentiality obligation
 - d) Was independently developed by Recipient without use of Confidential Information
 - e) Is required to be disclosed by law or court order, provided Discloser is given reasonable notice
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4. INTELLECTUAL PROPERTY RIGHTS

- a) All Confidential Information remains the exclusive property of Discloser
- b) No license or rights are granted to Recipient except the limited right to review for the Purpose

- c) Recipient acknowledges that the Technology is the subject of pending patent applications
 - d) Recipient agrees not to challenge the validity or ownership of Discloser's intellectual property
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5. PATENT PENDING STATUS

Recipient acknowledges that:

- The Technology is **PATENT PENDING** under U.S. Provisional Application Docket No. RUTHERFORD-012-PROV
 - Additional patent applications may be filed
 - The Technology represents novel defensive cybersecurity innovations in post-quantum cryptography testing
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6. TERM AND TERMINATION

- a) This Agreement shall remain in effect for **five (5) years** from the date first written above
 - b) Either party may terminate this Agreement with 30 days written notice
 - c) Obligations regarding Confidential Information shall survive termination
 - d) Upon termination, Recipient shall return or destroy all Confidential Information
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7. NO WARRANTY

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. DISCLOSER MAKES NO REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

8. REMEDIES

Recipient acknowledges that breach of this Agreement may cause irreparable harm for which monetary damages are inadequate. Discloser shall be entitled to seek injunctive relief without prejudice to other available remedies.

9. GENERAL PROVISIONS

- a) **Governing Law:** This Agreement shall be governed by the laws of Texas
- b) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties
- c) **Amendments:** Any modifications must be in writing and signed by both parties
- d) **Severability:** If any provision is unenforceable, the remainder shall continue in effect
- e) **No Agency:** This Agreement does not create any agency, partnership, or joint venture

10. SIGNATURE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISCLOSING PARTY:

Brian Rutherford

Date: _____

RECEIVING PARTY:

Name: _____

Title: _____

Company: _____

Date: _____

EXHIBIT A - DESCRIPTION OF TECHNOLOGY

Patent-Pending Technology: Automated Vulnerability Discovery and Security Validation System for Post-Quantum Cryptographic Implementations Using GPU-Accelerated Quantum Attack Simulation

Key Innovation Areas:

- GPU-accelerated adversarial testing of PQC implementations
- Quantum-enhanced side-channel vulnerability analysis
- Automated multi-standard compliance validation (NIST FIPS 203/204/205)
- Integration with MWRASP defensive AI agent networks
- Tensor core optimization for cryptanalytic operations
- Algorithmic implementation of Mosca's theorem for migration planning

Patent Status: U.S. Provisional Patent Application (Docket: RUTHERFORD-012-PROV)

NDA Template Version 1.0

For Use with RUTHERFORD-012-PROV