

NON-DISCLOSURE AGREEMENT (NDA)

THE BRIDGE KOOLTOOL - Phase 1 Development

PARTIES:

Disclosing Party: SC KOOL TOOL SRL Str. Campia Islaz, no. 149, Craiova, Dolj County, Romania Trade Register: J16/1535/2005 Fiscal Code: RO17806329 Legal Representative: Luca Meggiolaro Email: luca.meggiolaro@kooltool.eu (hereinafter referred to as "Company")

Receiving Party: Caufero 2 Ataa Odai Amewuda Str., GD-166-7475, Otanor, East Legon, Ghana Technical Lead: Osbert Yao Vulor Legal Representative: Cyril Amegah Email: cyrilamegah@gmail.com (hereinafter referred to as "Recipient")

1. CONFIDENTIAL INFORMATION

1.1 Protected Elements:

- **3P3 ENTITY Methodology:** STR-REL-ETY ontological framework
- **DNA Hierarchical Coding:** PRJ\RCH\OFR\TSK system for infinite traceability
- **"Everything is a Process" Principle:** Philosophical and technical implementation
- **Existential Algorithm:** BIRTH-GROWTH-LIFE-DEATH&REBIRTH process lifecycle
- **PRENDERE-FARE-DEPORRE Workflow:** Universal action sequence
- **Process List Structure:** The 70+ processes that define THE BRIDGE system
- **Technical specifications** and **business logic** specific to the 3P3 methodology

1.2 Non-Confidential Elements:

- Standard FileMaker development techniques (layouts, basic scripts, navigation)
 - Generic software development practices (naming conventions, date formatting)
 - Industry-standard modular components not specific to 3P3
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2. OBLIGATIONS AND RESTRICTIONS

2.1 Recipient agrees to:

- Maintain complete confidentiality regarding all Protected Elements
- Use information solely for THE BRIDGE KOOLTOOL Phase 1 development
- Not disclose any Protected Elements to third parties without written consent
- Implement security measures equivalent to those used for own confidential information

2.2 Recipient agrees NOT to:

- Develop similar process management systems using 3P3 concepts for other clients
 - Use DNA hierarchical coding or "Everything is a Process" philosophy for competing projects
 - Reverse engineer or recreate the 3P3 ENTITY framework
 - Apply the ontological approach (STR-REL-ETY) to other business systems
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3. INTELLECTUAL PROPERTY

3.1 Work Product Ownership: All code, documentation, and technical solutions for THE BRIDGE KOOLTOOL become exclusive property of Company.

3.2 Balanced Rights for Recipient:

- **Generic Components:** Right to reuse standard FileMaker elements not specific to 3P3
 - **Portfolio Reference:** Right to reference project (with Company permission) for future opportunities
 - **Developer Credits:** Discrete acknowledgment in internal documentation
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4. REMEDIES AND ENFORCEMENT

4.1 Financial Penalties:

- Breach of confidentiality: €10,000 (capped at total contract value)
- Violation of 3P3 methodology restrictions: Additional €10,000 (same cap)

4.2 Resolution Process:

- **30-day resolution period** for discussion and clarification before any penalty enforcement
 - Good faith dialogue encouraged for perceived breaches or misunderstandings
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5. TERM AND TERMINATION

5.1 Duration: 3 years from signing date **5.2 Survival:** Confidentiality obligations remain perpetual **5.3 Material Return:** Upon termination, all confidential materials must be returned or destroyed

6. GENERAL PROVISIONS

6.1 Governing Law: Romanian law **6.2 Dispute Resolution:** Courts of Dolj County, Craiova, Romania **6.3 Amendment:** Only through written agreement signed by both parties

7. ACKNOWLEDGMENTS

By signing below, Recipient acknowledges:

- Understanding of the highly confidential nature of 3P3 ENTITY methodology
 - Commitment to protecting Company's intellectual property
 - Authority to bind their organization to these terms
 - Intent to build a respectful, collaborative partnership
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EXECUTION:

COMPANY: Kool Tool SRL Name: Luca Meggiolaro Title: Legal Representative Date: _____

RECIPIENT: Caufero Name: Cyril Amegah Title: Legal Representative Date: [1st August, 2025](#) 