



Paul Celebrado,

Below is a copy of the NDA which has been entered into between ScopeForge and OpenAI.

Disclosing Party: OpenAI
Receiving Party: ScopeForge
Receiving Party Representative: Paul Celebrado (nexus@scopeforge.net, 65.130.174.51)
Time: 2026-01-15T03:23:30.382Z
NDA Version: 4

Site Access Nondisclosure Agreement

In connection with a business opportunity of mutual interest (the "Purpose"), OpenAI OpCo, LLC or OpenAI L.L.C. ("OpenAI") will, by providing you with access to this site, disclose information relating to OpenAI's business ("Confidential Information").

This agreement applies only to disclosures made in connection with the site access and to related or follow-up conversations regarding those disclosures. This agreement is effective on the date last signed by a party below.

You will: (i) only use confidential information for the Purpose; (ii) use a reasonable degree of care to protect confidential information and to prevent any unauthorized use or disclosure of confidential information; (iii) not disclose confidential information to a third person, except to your own officers, directors, employees, consultants, representatives, advisors, or affiliates, but only for the Purpose and if they have agreed in writing to terms at least as restrictive as those in this agreement; (iv) not copy or reverse engineer confidential information; or (v) not export or reexport (within the meaning of U.S. or other export control laws or regulations) any confidential information.

These confidentiality obligations do not apply to the extent the information was: (a) known to you without restriction before receipt from OpenAI; (b) publicly available through no fault of yours; (c) rightfully received by you from a third party without a duty of confidentiality; or (d) independently developed by you without access to confidential information.

You may disclose confidential information to the extent required by law if you provide OpenAI reasonable prior notice (to the extent permitted) and use reasonable efforts to limit disclosure and obtain confidential treatment.

Confidential information is provided by OpenAI "AS IS." This agreement imposes no obligation to proceed with any business transaction.

You do not acquire intellectual property rights under this agreement except the limited rights necessary to use confidential information for the Purpose.

Your duty to protect confidential information expires five (5) years from disclosure. However, your duty to protect confidential information that is subject to trade secret protection is perpetual.

Either party may terminate this agreement with thirty (30) days' prior written notice, but this agreement's provisions will survive as to confidential information that is disclosed before termination.

Upon OpenAI's request, you will promptly return or certify the destruction of confidential information, except this obligation shall not apply to copies of confidential information made as a matter of routine information technology backup (such retained confidential information will remain subject to the confidentiality and use obligations of this agreement).

Breach of this agreement could cause OpenAI irreparable harm, and thus OpenAI may seek immediate equitable relief to enjoin such behavior, in addition to other rights and remedies it may have.



Unenforceable provisions will be modified to reflect the parties' intention only to the extent necessary to make them enforceable, and the remaining provisions of the agreement will remain in full effect.

This agreement is governed by the laws of the State of California, excluding its conflicts of law provisions. The parties submit to the personal and exclusive jurisdiction of the federal and state courts in San Francisco, California.

The prevailing party in any action to enforce this agreement shall be entitled to costs and attorneys' fees.

This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Amendments to this agreement must be in writing. Failure to enforce any provisions of this agreement will not constitute a waiver.

For purposes of this Agreement, Confidential Information includes, without limitation, any non-public technical, operational, or security-related information concerning governance systems, including policy definitions and decision logic (e.g., policy-as-code), control objectives, data classification schemas, retention and deletion schedules, access-control models (e.g., RBAC/ABAC), identity and entitlement mappings, audit and logging configurations, evidence packages, risk registers, control testing results, and compliance documentation.

Receiving Party shall implement administrative, technical, and physical safeguards appropriate to the sensitivity of the Confidential Information, including least-privilege access, strong authentication, and segregation of duties where practical. Where the Confidential Information is processed in governance tooling (e.g., GRC, IAM, or workflow systems), Receiving Party will restrict access to authorized personnel and maintain reasonable change controls for configurations and policy updates that might affect confidentiality.

If Confidential Information is incorporated into governance workflows (including tickets, control attestations, policy reviews, or incident management records), Receiving Party will ensure those records inherit confidentiality markings and are protected by equivalent controls (e.g., access scopes, encryption at rest/in transit, and tamper-evident audit trails) consistent with Receiving Party's standard practices for sensitive security information.

Any evaluation, benchmarking, or analysis derived from the Confidential Information—such as threat models, gap analyses, control mappings, or governance architecture diagrams—shall be treated as Confidential Information to the extent it reveals or could reasonably be used to infer the Confidential Information.

Receiving Party will promptly notify Disclosing Party upon discovery of unauthorized access, disclosure, or loss of Confidential Information within Receiving Party's control, and will cooperate in good faith to support reasonable remediation steps, including containment, investigation, and confirmation of corrective actions, consistent with applicable law and Receiving Party's internal incident response procedures.

Record Of Consent

NDA Revision:	Version #4
Consent Date:	2026-01-15T03:23:30.382Z
Disclosing Party:	OpenAI
Receiving Party:	ScopeForge
Receiving Party Representative:	Paul Celebrado (nexus@scopeforge.net, 65.130.174.51)
Account ID:	134801ba-4734-40b9-8976-c8950965d54b

Signature

Entity Name: ScopeForge: Continuity Engine
Title: Paul Celebrado - Pogi, the Nexus
Date: January 14, 2026