

Mutual Non-Disclosure Agreement (NDA)

Effective Date: _____

Parties:

This Agreement is entered into between **Aun Ali** (Founder of the Renaissance Ecosystem Foundation, “Disclosing Party”) and the undersigned collaborator, advisor, investor, developer, or representative (“Receiving Party”).

1. Purpose

The Parties wish to explore collaboration, partnership, or investment opportunities relating to *Atlas (Proof of Living Entropy system)*, *Phoenix Forge*, and related projects of the *Renaissance Ecosystem Foundation* (“Projects”). In connection with these discussions, either Party may disclose confidential or proprietary information.

2. Definition of Confidential Information

“Confidential Information” includes all non-public information disclosed orally, visually, electronically, or in writing, including but not limited to:

- technical data, specifications, formulas, algorithms, mathematical models, prototypes, source code, and hardware concepts;
- business plans, funding strategies, financial projections, and organizational structures;
- creative works, designs, trade names, trademarks, and written materials (including but not limited to documents contained in the GitHub repository titled “Renaissance-Ecosystem”).

Confidential Information includes all prior disclosures and materials previously shared informally before the Effective Date.

3. Obligations of the Receiving Party

The Receiving Party shall:

- a) keep all Confidential Information strictly confidential and use it solely for evaluating potential collaboration;
- b) restrict access to persons with a clear need-to-know who are bound by equal confidentiality obligations;
- c) not copy, reproduce, distribute, or reverse-engineer any part of the Projects;

d) promptly return or destroy all materials upon request.

4. Exclusions

This Agreement does not apply to information that:

- was already known to the Receiving Party prior to disclosure;
 - becomes publicly available through no fault of the Receiving Party;
 - is independently developed without reference to the Confidential Information; or
 - is disclosed pursuant to legal requirement (with prompt notice to the Disclosing Party).
-

5. Duration

Obligations of confidentiality and non-use shall remain in force **indefinitely**, or for a minimum of **five (5) years after the last disclosure**, whichever is longer.

6. Ownership & Proof of Origin

All rights, title, and interest in the Projects remain solely with Aun Ali and the Renaissance Ecosystem Foundation.

The Parties acknowledge that the GitHub repository “*Renaissance-Ecosystem*” and its timestamped commits constitute verifiable evidence of authorship and priority of invention.

7. No License or Obligation

No license or partnership is granted under this Agreement except the limited right to review the Confidential Information for evaluation purposes.

8. Remedies

Unauthorized use or disclosure may cause irreparable harm. The Disclosing Party is entitled to equitable relief (including injunction) in addition to any other remedies at law.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **Province of Ontario, Canada**, without regard to conflict-of-law principles.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning confidentiality of the Projects and supersedes all prior discussions or understandings.

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

Disclosing Party

Name: Aun Ali

Title: Founder, Renaissance Ecosystem

Email: aunali@renaissance-ecosystem.com

Signature:  _____

Date: _____

Receiving Party

Name: _____

Title: _____

Email: _____

Signature: _____

Date: _____