

MUTUAL NON-DISCLOSURE AGREEMENT

Null Protocol Discussions

Date: Effective Date:

PARTIES

Disclosing Party: Null Protocol Foundation
Address: 2039 W ECHO DR, BILLINGS MT 59105 **Representative:** DANIEL SAVAGE

Receiving Party: **Address:** **Representative:**

RECITALS

WHEREAS, the Disclosing Party (the “Foundation”) is developing and implementing the Null Protocol, a blockchain-based system for verifiable digital deletion and data closure;

WHEREAS, the Receiving Party (the “Recipient”) has expressed interest in learning about, evaluating, or potentially collaborating with the Foundation regarding the Null Protocol;

WHEREAS, the Foundation possesses valuable confidential and proprietary information relating to the Null Protocol, including but not limited to technical specifications, business strategies, financial information, intellectual property, and other sensitive materials;

WHEREAS, both parties desire to engage in discussions concerning the Null Protocol while protecting the confidentiality of such information;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means all non-public, proprietary, or confidential information disclosed by either party to the other, whether orally, in writing, electronically, or in any other form, including but not limited to:

1.1 Technical Information

- Protocol architecture, smart contracts, and blockchain implementations
- Cryptographic methods, algorithms, and security protocols
- Software code, APIs, SDKs, and technical documentation (all currently private)
- System designs, specifications, and technical roadmaps
- Performance metrics, testing results, and optimization strategies
- Private GitHub repository contents and development history

1.2 Business Information

- Business plans, strategies, and market analysis
- Financial information, tokenomics, and economic models
- Partnership discussions, investor information, and funding details
- Regulatory compliance strategies and legal considerations
- Marketing plans, branding, and public relations strategies

1.3 Intellectual Property

- Patents, patent applications, and patent strategies
- Trademarks, copyrights, and other intellectual property rights
- Trade secrets and proprietary methodologies
- Research and development activities
- Innovation concepts and future product ideas

1.4 Operational Information

- Internal processes, procedures, and workflows
- Personnel information and organizational structure
- Vendor relationships and supply chain information
- Security protocols and risk management strategies
- Compliance frameworks and audit procedures

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The following information shall not be considered Confidential Information:

2.1 Public Information

- Information that is or becomes publicly available through no breach of this Agreement
- Information that was known to the Recipient prior to disclosure
- Information independently developed by the Recipient without use of Confidential Information

2.2 Null Protocol Public Materials

- The Null Protocol manifesto and public documentation (if any)
- Published whitepapers and technical specifications (if any)
- Public announcements and press releases (if any)
- Information available on the Foundation's public website (if any)

Note: As of the date of this Agreement, the Null Protocol codebase, technical specifications, and implementation details are maintained in private repositories and are considered Confidential Information.

2.3 Third-Party Information

- Information received from third parties without confidentiality obligations
- Information that the Recipient is legally required to disclose

3. OBLIGATIONS OF RECEIVING PARTY

The Recipient agrees to:

3.1 Confidentiality

- Hold all Confidential Information in strict confidence
- Use Confidential Information solely for the purpose of evaluating potential collaboration or partnership with the Foundation
- Not disclose Confidential Information to any third party without prior written consent
- Implement reasonable security measures to protect Confidential Information

3.2 Permitted Disclosures

The Recipient may disclose Confidential Information only to: - Employees, officers, directors, and advisors who have a legitimate need to know - Professional advisors (attorneys, accountants, consultants) bound by confidentiality obligations - Potential investors or partners who have executed similar confidentiality agreements - Government authorities when legally required, with prior notice to the Foundation

3.3 Return of Information

- Return or destroy all Confidential Information upon request
- Provide written certification of destruction when requested
- Maintain confidentiality obligations even after return or destruction

4. OBLIGATIONS OF DISCLOSING PARTY

The Foundation agrees to:

4.1 Accuracy

- Provide accurate and complete information to the best of its knowledge
- Update Recipient on material changes to disclosed information
- Not intentionally mislead or provide false information

4.2 Reasonable Care

- Mark confidential materials appropriately
- Provide reasonable notice before disclosing highly sensitive information
- Respect Recipient's own confidential information

5. INTELLECTUAL PROPERTY RIGHTS

5.1 No Transfer of Rights

- This Agreement does not transfer any intellectual property rights

- All Confidential Information remains the property of the disclosing party
- No license or right to use is granted except as expressly stated

5.2 Independent Development

- Either party may independently develop similar technology
- No obligation to refrain from competing in similar markets
- No obligation to share improvements or modifications

5.3 Null Protocol Specific Provisions

- The Foundation retains all rights to the Null Protocol and related technology
 - Recipient may not reverse engineer, copy, or replicate the protocol
 - Any improvements or modifications remain the Foundation's property
 - Recipient may not access, copy, or attempt to access private GitHub repositories
 - All code, documentation, and technical materials are proprietary and confidential
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6. TERM AND TERMINATION

6.1 Term

- This Agreement shall remain in effect for [INSERT DURATION, e.g., "three (3) years"] from the Effective Date
- Confidentiality obligations survive termination of this Agreement

6.2 Termination

- Either party may terminate this Agreement with [INSERT NOTICE PERIOD, e.g., "thirty (30) days"] written notice
- Termination does not affect obligations regarding previously disclosed information

6.3 Survival

- Confidentiality obligations continue indefinitely for trade secrets
 - Other confidentiality obligations continue for [INSERT DURATION, e.g., "five (5) years"] after termination
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7. REMEDIES

7.1 Injunctive Relief

- Breach of this Agreement may cause irreparable harm
- Either party may seek injunctive relief without posting bond
- Remedies are cumulative and not exclusive

7.2 Damages

- Breaching party shall be liable for all damages, costs, and expenses
- Includes reasonable attorneys' fees and court costs

- No limitation on damages for willful or intentional breaches
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8. GENERAL PROVISIONS

8.1 Governing Law

- This Agreement shall be governed by the laws of [INSERT JURISDICTION, e.g., “Switzerland” or “Delaware”]
- Any disputes shall be resolved in the courts of [INSERT JURISDICTION]

8.2 Entire Agreement

- This Agreement constitutes the entire agreement between the parties
- Supersedes all prior discussions and agreements
- May only be modified in writing signed by both parties

8.3 Severability

- If any provision is found invalid, the remainder shall remain in effect
- Invalid provisions shall be modified to achieve the original intent

8.4 Assignment

- This Agreement may not be assigned without written consent
- Binding on successors and assigns

8.5 Notices

- All notices must be in writing and delivered to the addresses above
 - Notice is effective upon receipt or three days after mailing
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9. NULL PROTOCOL SPECIFIC TERMS

9.1 Regulatory Compliance

- Recipient acknowledges the regulatory implications of digital deletion technology
- Recipient shall not use Confidential Information to circumvent applicable laws
- Recipient shall report any potential regulatory violations to the Foundation

9.2 Data Protection

- Recipient shall comply with all applicable data protection laws
- Recipient shall not process personal data disclosed under this Agreement
- Recipient shall implement appropriate technical and organizational measures

9.3 Ethical Use

- Recipient shall not use Confidential Information for malicious purposes
- Recipient shall respect the Foundation’s mission of digital rights protection

- Recipient shall not attempt to undermine the protocol's security or integrity
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10. SIGNATURES

NULL PROTOCOL FOUNDATION

By: _____
Name: [INSERT NAME]
Title: [INSERT TITLE]
Date: _____

RECIPIENT

By: _____
Name: [INSERT NAME]
Title: [INSERT TITLE]
Date: _____

EXHIBIT A: DEFINITION OF NULL PROTOCOL

For purposes of this Agreement, "Null Protocol" refers to:

1. **Core Technology:** A blockchain-based system for verifiable digital deletion and data closure, including:
 - Null Warrants (cryptographically signed deletion, closure, and compliance requests)
 - Deletion Attestations (enterprise proclamations of enacted requests)
 - Mask Receipts (soulbound tokens serving as immutable tombstones of closure)
 - NULL Canon (append-only ledger of closures)
 2. **Economic Model:** The NULL token and Obol system for protocol fees and governance
 3. **Technical Infrastructure:** Smart contracts, APIs, SDKs, and related software
 4. **Business Applications:** Enterprise deletion workflows, compliance monitoring, and transparency reporting
 5. **Regulatory Framework:** Compliance strategies and legal considerations for digital deletion
 6. **Future Developments:** Any enhancements, modifications, or extensions to the above
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This NDA is designed to protect the confidential aspects of the Null Protocol while allowing for productive discussions about potential collaboration, investment, or partnership opportunities.