



ONEPOINT
STRATEGIC V-CTO

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between:

OnePoint CTO ("Company"),

AND

_____ ("Counterparty").

The Company and the Counterparty may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties wish to explore a potential business relationship (the "Purpose"); and

WHEREAS, in connection with the Purpose, each Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") certain confidential and proprietary technical and business information;

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

1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or in electronic format, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to:

- **Technical Data:** Source code, algorithms, APIs, software architecture, system credentials, security protocols, and development roadmaps.
- **Business Data:** Customer lists, financial records, pricing structures, marketing strategies, and internal workflows.

- **Intellectual Property:** Methods, processes, inventions, know-how, and trade secrets.

2. Obligations of Confidentiality

The Receiving Party agrees to:

- **Strict Confidence:** Hold all Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party.
- **Limited Use:** Use the Confidential Information solely for the Purpose of evaluating or pursuing the business relationship.
- **Standard of Care:** Protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- **Need-to-Know:** Restrict access to the Confidential Information to its employees, contractors, and agents who have a specific need to know such information for the Purpose and who are bound by written confidentiality obligations at least as restrictive as those contained herein.

3. Exclusions

The obligations of confidentiality shall not apply to any information that:

- Is or becomes generally available to the public through no breach of this Agreement by the Receiving Party.
- Was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation of confidentiality.
- Is rightfully received by the Receiving Party from a third party without restriction on disclosure.
- Is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

4. Compelled Disclosure

If the Receiving Party is compelled by law, court order, or regulation to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice (to the extent legally permitted) to allow the Disclosing Party to seek a protective order or other appropriate remedy. If disclosure is required, the Receiving Party shall disclose only that portion of the Confidential Information that is legally required.

5. Return or Destruction of Materials

Upon the written request of the Disclosing Party or the termination of the business relationship, the Receiving Party shall promptly return or certify the destruction of all documents, files, and other materials containing Confidential Information, including all copies and derivatives thereof.

6. Term

This Agreement shall remain in effect for a period of **two (2) years** from the Effective Date. The obligations of confidentiality with respect to any trade secrets shall survive indefinitely so long as such information remains a trade secret under applicable law.

7. No License or Warranty

Nothing in this Agreement grants any license or right to the Receiving Party regarding the Confidential Information or any intellectual property rights. All Confidential Information is provided "AS IS," without any warranty, express or implied, regarding its accuracy or completeness.

8. Remedies

The Parties acknowledge that a breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and specific performance, in addition to any other remedies available at law or in equity.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

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

OnePoint CTO

Signature: _____

Name: Reno Warner

Title: Founder / V-CTO

Date: _____

[Counterparty Name]

Signature: _____

Name: _____

Title: _____

Date: _____