ONEPOINT
STRATEGIC V-CTO

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of [Date] (the "Effective Date") by and between:

OnePoint CTO ("Provider")

reno@onepointcto.com

AND

[Client Company Name] ("Client")

[Client Email]

Each party is referred to as a "Disclosing Party" when it discloses information and a "Receiving Party" when it receives information.

1. Definition of Confidential Information

"Confidential Information" means any non-public information, whether technical, business, or financial, disclosed by one party to the other, including but not limited to:

• **For Client:** System credentials, customer data, internal workflows, and financial records.

• **For Provider:** Proprietary V-CTO methodologies, "OnePoint Audit" frameworks, custom code snippets, and pricing structures.

2. Obligations of Confidentiality

The Receiving Party agrees to:

• Use the Confidential Information **only** for the purpose of evaluating or performing a potential business relationship (the "Purpose").

• Maintain the confidentiality of the information with at least the same degree of care it uses for its own secrets, but no less than reasonable care.

• Limit access to employees or contractors who need the info for the Purpose and who are bound by similar confidentiality obligations.

3. Exclusions

Confidential Information does not include information that: (a) is or becomes public knowledge through no fault of the Receiving Party; (b) was already known to the Receiving Party; or (c) is independently developed without use of the Disclosing Party's information.

4. Term & Return of Information

This Agreement remains in effect for [2] years from the Effective Date. Upon written request, the Receiving Party will return or destroy all copies of Confidential Information.

5. No Warranty & Limitation of Liability

All information is provided "AS IS." Neither party will be liable for any indirect or consequential damages arising from this Agreement.

SIGNATURES

OnePoint CTO

Signature: _____

Name: Reno Warner

Title: Founder / V-CTO

Date: _____

[Client Company Name]

Signature: _____

Name: _____

Title: _____

Date: _____