

NON-DISCLOSURE AGREEMENT

Technology Demonstration & Business Consultation

DenoGenesis Framework & Digital Sovereignty Solutions

Pedro M. Dominguez - Technology Solutions Provider
Oklahoma City, Oklahoma

1. PARTIES

This Non-Disclosure Agreement (“**Agreement**”) is entered into on _____ (“**Effective Date**”) between:

Disclosing Party: Pedro M. Dominguez, doing business as DenoGenesis Framework Technology Solutions

Address: Oklahoma City, Oklahoma

Email: pedro@domingueztechsolutions.com

Phone: _____

Receiving Party: _____

Business/Entity: _____

Address: _____

Email: _____

Phone: _____

2. PURPOSE AND SCOPE

The Disclosing Party has developed proprietary technology solutions including:

- The **DenoGenesis Framework** - A comprehensive web development and deployment system
- **Local-First Digital Sovereignty Platform** - Business independence technology solutions
- **Multi-tenant web application architecture** - Scalable business website systems
- **Automated deployment and monitoring systems** - Production-grade infrastructure
- **Custom business web applications** - Industry-specific digital solutions
- **Database optimization and management systems** - Performance-optimized data handling
- **Security and middleware implementations** - Enterprise-grade protection systems

The purpose of this Agreement is to protect confidential and proprietary information that may be disclosed during:

- Technology demonstrations and system walkthroughs

- Business consultation and digital strategy sessions
- Website development and deployment discussions
- Custom software solution presentations
- Technical architecture reviews and recommendations

3. CONFIDENTIAL INFORMATION

For purposes of this Agreement, “**Confidential Information**” includes, but is not limited to:

3.1. Technical Information

- Source code, algorithms, and software architecture of the DenoGenesis Framework
- Database schemas, configurations, and optimization techniques
- Server configurations, deployment scripts, and automation systems
- Security implementations, middleware designs, and authentication systems
- Performance optimization techniques and monitoring solutions
- API designs, integration patterns, and system interfaces
- Custom component libraries and reusable code modules

3.2. Business Information

- Business strategies, marketing approaches, and client acquisition methods
- Pricing structures, cost models, and service offerings
- Client lists, project details, and case studies
- Revenue models, financial projections, and business plans
- Partnership strategies and vendor relationships
- Competitive analysis and market positioning strategies

3.3. Proprietary Processes

- Development methodologies and project management techniques
- Quality assurance processes and testing procedures
- Client onboarding and support workflows
- Documentation standards and knowledge management systems
- Training materials and educational content
- Research and development initiatives

4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

4.1. Confidentiality Obligations

1. **Non-Disclosure:** Hold all Confidential Information in strict confidence and not disclose it to any third party without prior written consent from the Disclosing Party.
2. **Limited Use:** Use Confidential Information solely for the purpose of evaluating potential business relationships and not for any competitive or commercial advantage.
3. **Protection Standards:** Exercise the same degree of care in protecting Confidential Information as used for protecting their own confidential information, but in no event less than reasonable care.
4. **Need-to-Know Access:** Limit access to Confidential Information to employees, agents, or advisors who have a legitimate need to know and who have been informed of the confidential nature of such information.

4.2. Specific Restrictions

The Receiving Party specifically agrees NOT to:

1. Reverse engineer, decompile, or attempt to derive source code from demonstrated systems
2. Copy, reproduce, or create derivative works based on disclosed technology
3. Use disclosed information to develop competing products or services
4. Share technical specifications, architecture details, or implementation methods
5. Disclose pricing information, business strategies, or competitive positioning
6. Solicit or recruit employees or contractors of the Disclosing Party

5. EXCEPTIONS

The obligations of confidentiality shall not apply to information that:

1. Was known to the Receiving Party prior to disclosure, as evidenced by written records
2. Is or becomes publicly available through no breach of this Agreement by the Receiving Party
3. Is rightfully received from a third party without breach of confidentiality obligations
4. Is independently developed by the Receiving Party without use of Confidential Information
5. Is required to be disclosed by law or court order (with prompt written notice to Disclosing Party)

6. TERM AND TERMINATION

6.1. Duration

This Agreement shall remain in effect for a period of **five (5) years** from the Effective Date, unless terminated earlier by mutual written consent of both parties.

6.2. Survival

The obligations of confidentiality shall survive termination of this Agreement and continue for an additional period of **three (3) years** following termination.

6.3. Return of Information

Upon termination or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, notes, and derivative works.

7. REMEDIES

7.1. Irreparable Harm

The Receiving Party acknowledges that disclosure of Confidential Information would cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate.

7.2. Equitable Relief

The Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies without prejudice to any other rights or remedies available at law or in equity.

7.3. Damages

In addition to equitable relief, the Disclosing Party may seek monetary damages, including but not limited to:

- Actual damages resulting from unauthorized disclosure or use
- Lost profits and business opportunities
- Attorney fees and costs incurred in enforcing this Agreement
- Punitive damages where permitted by law

8. GENERAL PROVISIONS

8.1. Governing Law

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

8.2. Jurisdiction

Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in Oklahoma County, Oklahoma.

8.3. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements relating to such subject matter.

8.4. Amendment

This Agreement may only be amended by written instrument signed by both parties.

8.5. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except that the Disclosing Party may assign this Agreement in connection with a merger, acquisition, or sale of substantially all assets.

8.7. Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision.

9. TECHNOLOGY-SPECIFIC PROVISIONS

9.1. DenoGenesis Framework Protection

The Receiving Party specifically acknowledges that the DenoGenesis Framework represents substantial investment in research, development, and intellectual property. Any attempt to:

- Replicate the framework architecture or core functionality
- Extract or reverse engineer proprietary algorithms
- Use demonstrated techniques in competing products
- Share technical implementation details with third parties

shall constitute a material breach of this Agreement.

9.2. Business Model Confidentiality

The local-first digital sovereignty business model, including pricing strategies, market positioning, and client acquisition methods, constitutes valuable trade secret information requiring heightened protection.

10. ACKNOWLEDGMENT AND SIGNATURES

By signing below, both parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

DISCLOSING PARTY:

Pedro M. Dominguez
DenoGenesis Framework
Technology Solutions

Date: _____

RECEIVING PARTY:

Signature

Date: _____

Print Name

Title

Company/Organization

11. WITNESS (Optional)

WITNESS:

Signature

Print Name

Date: _____

CONFIDENTIAL AND PROPRIETARY

This document contains confidential and proprietary information of Pedro M. Dominguez and DenoGenesis Framework Technology Solutions. Unauthorized disclosure is prohibited.

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