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# Mutual Non-Disclosure Agreement

*Bilateral Confidentiality Agreement for Verification Engagements*

**Certisyn, Inc.**

Delaware, United States

Document Reference: CS-DOC-NDA-001 v1.0  
Classification: CONFIDENTIAL — Not for Distribution

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## MUTUAL NON-DISCLOSURE AGREEMENT

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This Mutual Non-Disclosure Agreement (this “**Agreement**”) is entered into as of the date of last signature below (the “**Effective Date**”) by and between:

**Certisyn, Inc.**, a Delaware corporation with its principal office at the address set forth below (“**Certisyn**”);  
and

The entity identified on the signature page below (“**Counterparty**”).

Certisyn and Counterparty are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

### GOVERNING LOGIC

*This Agreement establishes mutual confidentiality obligations to facilitate the exchange of information in connection with a potential or actual verification engagement, commercial partnership, technology evaluation, or other business relationship between the Parties.*

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

“**Confidential Information**” means any and all non-public information disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether disclosed orally, in writing, electronically, or by any other means, and whether or not marked as confidential, including but not limited to:

- (a) Business information: financial data, revenue projections, burn rates, customer and pipeline information, pricing, business plans, strategies, investor materials, and cap table or tokenomics data;
- (b) Technical information: source code, algorithms, system architectures, hardware specifications, security certifications, patent applications (published or unpublished), trade secrets, and proprietary methodologies;
- (c) Verification materials: claim objects, evidence corpora, verification report objects, verification attestation objects, derivation chains, reconciliation confidence scores, policy artifacts, and any data submitted or produced in connection with a Certisyn verification engagement;
- (d) Operational information: personnel data, organisational structures, government or sovereign relationships, infrastructure bond documentation, proof-of-concept agreements, and regulatory filings; and
- (e) Any information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

## 2. EXCLUSIONS

Confidential Information does not include information that the Receiving Party can demonstrate:

- (a) Was publicly available at the time of disclosure or becomes publicly available thereafter through no fault of the Receiving Party;

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- (b) Was already known to the Receiving Party prior to disclosure, as evidenced by written records;
  - (c) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
  - (d) Is lawfully obtained from a third party without restriction on disclosure.

### **3. OBLIGATIONS OF RECEIVING PARTY**

3.1 The Receiving Party shall: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; (c) use Confidential Information solely for the purpose of evaluating, negotiating, or performing the business relationship between the Parties (the "Purpose"); and (d) protect Confidential Information using 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.

3.2 The Receiving Party may disclose Confidential Information to its employees, officers, directors, advisors, and contractors who have a need to know for the Purpose, provided that such persons are bound by obligations of confidentiality at least as protective as those set forth herein.

3.3 The Receiving Party shall promptly notify the Disclosing Party upon discovery of any unauthorised use or disclosure of Confidential Information and shall cooperate with the Disclosing Party to remedy such breach.

### **4. COMPELLED DISCLOSURE**

If the Receiving Party is compelled by law, regulation, legal process, or governmental authority to disclose Confidential Information, the Receiving Party shall: (a) provide the Disclosing Party with prompt written notice to the extent legally permitted; (b) cooperate with the Disclosing Party's efforts to obtain a protective order or other appropriate remedy; and (c) disclose only such portion of the Confidential Information as is legally required.

### **5. INTELLECTUAL PROPERTY**

5.1 No licence, title, or interest in any intellectual property is granted or implied by this Agreement. All Confidential Information remains the property of the Disclosing Party.

5.2 Each Party retains all rights in its pre-existing intellectual property, including patents, patent applications, trade secrets, and proprietary methodologies.

5.3 To the extent that a Certisyn verification engagement produces verification outputs (including verification report objects, verification attestation objects, derivation chains, and reconciliation confidence scores), such outputs are the intellectual property of Certisyn, subject to the Counterparty's licence rights as specified in any separate engagement agreement.

### **6. TERM AND TERMINATION**

6.1 This Agreement shall remain in effect for a period of two (2) years from the Effective Date, unless earlier terminated by either Party upon thirty (30) days' written notice to the other Party.

6.2 The obligations of confidentiality set forth herein shall survive termination or expiration of this Agreement for a period of three (3) years, and with respect to trade secrets, for as long as such information qualifies as a trade secret under applicable law.

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6.3 Upon termination or expiration, the Receiving Party shall, at the Disclosing Party's election, return or destroy all Confidential Information and certify in writing that it has done so, provided that the Receiving Party may retain one archival copy for compliance and legal purposes.

## **7. NO WARRANTY; NO OBLIGATION**

7.1 All Confidential Information is provided "AS IS" without warranty of any kind, express or implied, including without limitation warranties of accuracy, completeness, or fitness for a particular purpose.

7.2 Nothing in this Agreement obligates either Party to enter into any further agreement, transaction, or business relationship. Either Party may terminate discussions at any time.

## **8. REMEDIES**

Each Party acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, the non-breaching Party shall be entitled to seek injunctive or other equitable relief without the requirement of posting a bond.

## **9. GENERAL PROVISIONS**

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

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements, representations, and understandings.

9.3 Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

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

9.5 Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

9.6 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall constitute an original.

9.7 Notices. All notices under this Agreement shall be in writing and delivered to the addresses set forth on the signature page, or to such other address as a Party may designate in writing.

## **10. DATA PROTECTION**

To the extent that any Confidential Information constitutes personal data under applicable data protection legislation (including the General Data Protection Regulation, the California Consumer Privacy Act, or equivalent), the Receiving Party shall process such data solely for the Purpose and in compliance with applicable law. Where required, the Parties shall execute a separate Data Processing Addendum.

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## SIGNATURE PAGE

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IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

### CERTISYN, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Joel David Hillier

Name: \_\_\_\_\_

Title: Founder & CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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### COUNTERPARTY

Entity Name: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Certisyn, Inc. | Delaware, United States | [contact@certisyn.com](mailto:contact@certisyn.com) | [certisyn.com](http://certisyn.com)

**Return executed copy to [legal@certisyn.com](mailto:legal@certisyn.com)**