

Mutual Non-Disclosure & Intellectual Property Acknowledgment

IMPORTANT: Business template for Kylo Solutions / Stoned Projects. Not legal advice. Have a licensed attorney in your jurisdiction review and customize before relying on it with customers.

1. Parties

This Mutual Non-Disclosure Agreement ("Agreement") is entered into between Stoned Projects / Kylo Solutions ("Provider") and the undersigned customer or prospect ("Customer").

Effective Date: date of electronic acceptance or signature. Governing law placeholder: State of Arkansas, USA (confirm with counsel).

2. Purpose

The parties wish to explore and/or perform onboarding and use of the Kylo financial-cleaning system, including workflows, configurations, rules, dashboards, automation, and related documentation (the "Purpose").

3. Confidential Information

Confidential Information includes non-public business, technical, financial, and operational information, including system architecture, workflows, rule engines, sheet layouts, non-public pricing, and materials a reasonable person would understand to be confidential.

Customer financial data shared for onboarding is Confidential Information of Customer. Provider system designs, software, playbooks, and IP remain Confidential Information of Provider.

4. Ownership of System & Intellectual Property

Provider retains all right, title, and interest in and to the Kylo platform, software, workflows, documentation, templates, branding, and all improvements, derivatives, and feedback. No IP assignment to Customer occurs under this Agreement.

Customer retains ownership of its books, transaction data, and pre-existing materials. Customer grants Provider a limited license to process Customer data solely to provide the services and onboarding.

Customer shall not reverse engineer, copy, resell, sublicense, or create competing products from Provider Confidential Information or system access.

5. Non-Use / Non-Disclosure

Each party will (a) use the other party's Confidential Information only for the Purpose, (b) protect it with reasonable care, and (c) not disclose it to third parties except employees/contractors under equivalent confidentiality obligations who need to know.

6. Exclusions

Obligations do not apply to information that is public through no fault of the Receiving Party, independently developed, rightfully received from a third party without duty, or required to be disclosed by law (with prior notice where legally permitted).

7. Term

This Agreement remains in effect for three (3) years from the Effective Date, and trade-secret obligations survive as long as the information remains a trade secret under applicable law.

8. Remedies

Unauthorized use or disclosure may cause irreparable harm; Provider may seek injunctive relief in addition to other remedies.

9. Acknowledgment

By requesting early onboarding or signing this document, Customer acknowledges the ownership and confidentiality terms above.

Signature: Customer Name / Entity / Date / Signature (or e-sign). Provider: Zachary Wren / Stoned Projects.