

MUTUAL NON-DISCLOSURE AND LIMITED NON-COMPETE AGREEMENT

This Agreement is entered into as of _____, by and between **F. Scott Deaver** of Springfield, Missouri ("Disclosing Party") and _____ ("Receiving Party"). The parties wish to explore a potential business, technical, or investment relationship concerning certain intellectual property, including but not limited to a system titled "**Digital Rights Resale Management System for Encrypted E-Books, Audiobooks, Videos, and Other Digital Media.**"

1. Purpose

The parties may disclose confidential information related to the Project solely to evaluate potential collaboration. Each party agrees to protect such information as outlined below.

2. Definition of Confidential Information

Includes all technical, business, financial, or conceptual information disclosed relating to the Project, excluding information (a) publicly known without breach, (b) lawfully obtained from third parties, or (c) independently developed.

3. Obligations of Receiving Party

The Receiving Party shall: (a) hold all Confidential Information in strict confidence, (b) use it only for evaluation of the Project, and (c) not copy, disclose, or exploit it without prior written consent.

4. Non-Use / Limited Non-Compete

For three (3) years after disclosure, the Receiving Party shall not design, develop, or market any system that implements the same core resale-of-encrypted-media workflow as described in the Confidential Information, except in collaboration with or under license from the Disclosing Party.

5. Ownership and No License

All Confidential Information remains the property of the Disclosing Party. No license or other rights are granted.

6. Term and Survival

This Agreement remains in effect for five (5) years. Confidentiality and non-use obligations survive termination.

7. Remedies

Unauthorized disclosure may cause irreparable harm; the Disclosing Party may seek injunctive relief in addition to damages.

8. Governing Law

This Agreement is governed by the laws of the State of Missouri.

9. Entire Agreement

This document constitutes the entire understanding regarding confidentiality and non-use related to the Project.

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

Disclosing Party

Receiving Party

Signature: _____

Signature: _____

Name: F. Scott Deaver

Name: _____

Date: _____

Date: _____

ATTACHMENT A — DESCRIPTION OF CONFIDENTIAL INFORMATION

This Attachment A is incorporated by reference into the **Mutual Non-Disclosure and Limited Non-Compete Agreement** between **F. Scott Deaver** (“Disclosing Party”) and the undersigned (“Receiving Party”).

1. Purpose of Disclosure

The information described below is disclosed solely for the purpose of allowing the Receiving Party to evaluate potential participation in or collaboration concerning the **Digital Rights Resale Management System for Encrypted E-Books, Audiobooks, Videos, and Other Digital Media** (the “Project”).

2. Description of Information Disclosed

■ Check and complete the sections that apply to this specific disclosure:

Type of Information	Description	Date Provided
■ Provisional Patent Application	Copy or excerpt of U.S. Provisional Application filed Oct 6 2025	
■ Technical Workflow or Architecture Diagrams	System, server, and license-management flow illustrations	
■ Written Specifications or Design Documents	Functional and data-model details relating to the DRRMS architecture	
■ Demonstrations or Presentations	Slide deck / demo materials / screen recordings	
■ Discussions or Meetings	Verbal or virtual meetings covering Project concepts	
■ Other (specify)		

3. Confidentiality Reminder

All items described above constitute **Confidential Information** under the Agreement and remain the property of the Disclosing Party. Nothing herein grants any license or right of use except as expressly provided in that Agreement.

4. Acknowledgment

By signing below, the Receiving Party acknowledges receipt of the Confidential Information described herein and re-affirms all obligations of confidentiality, non-use, and limited non-compete contained in the Agreement.

Disclosing Party

Receiving Party

Signature: _____

Signature: _____

Name: F. Scott Deaver

Name: _____

Date: _____

Date: _____