MUTUAL NONDISCLOSURE AGREEMENT

Next Sage Group, LLC

1. PARTIES

This Mutual Nondisclosure Agreement (the "**Agreement**") is entered into as of [DATE] (the "**Effective Date**") between:

(a) **Next Sage Group, LLC**, a Montana limited liability company ("**Next Sage**"); and

(b) **[CLIENT LEGAL NAME]**, a [STATE] [ENTITY TYPE] (the "**Company**").

Next Sage and the Company are each a "**Party**" and together the "**Parties**."

Background. The Parties wish to evaluate whether Next Sage will build a growth dashboard for the Company and provide related services (the "**Purpose**"). To do so, the Company will share business, financial and operating data with Next Sage. Next Sage will share its methods, analysis and dashboard work with the Company. Each Party agrees to protect the other's confidential information on the terms below.

2. DEFINITIONS

2.1 "**Confidential Information**" means any non-public information disclosed by one Party (the "**Discloser**") to the other (the "**Recipient**"), in any form, before or after the Effective Date, in connection with the Purpose. It includes business plans, growth plans, 1-Year Plans, Rocks, Scorecards, financial results, forecasts, pricing, customer and supplier information, employee information, methods, analyses and dashboards. Information is Confidential Information whether or not it is marked as such, if a reasonable person would understand it to be confidential.

2.2 "**Client Data**" means all data the Company provides to Next Sage, including exports from accounting, CRM, payroll, sales and operating systems, and any copies, extracts or derivatives Next Sage creates from it. Client Data is the Company's Confidential Information.

2.3 "**Next Sage Materials**" means Next Sage's methods, frameworks, templates, dashboard designs, code, benchmarks, pricing and know-how, whether existing before or developed during the Purpose, excluding Client Data.

2.4 "**Representatives**" means a Party's employees, members, officers, contractors and professional advisors (such as attorneys and accountants) who need to know the Confidential Information for the Purpose.

3. EXCLUSIONS

Confidential Information does not include information that the Recipient can show by written records:

(a) is or becomes publicly available through no fault of the Recipient or its Representatives;

(b) was lawfully known to the Recipient, without a duty of confidentiality, before the Discloser shared it;

(c) is lawfully received from a third party who is not bound by a duty of confidentiality; or

(d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

These exclusions do not apply to Client Data that identifies the Company, its employees or its customers.

4. OBLIGATIONS OF THE RECIPIENT

4.1 **Use.** The Recipient will use the Discloser's Confidential Information only for the Purpose.

4.2 **Non-disclosure.** The Recipient will not disclose the Discloser's Confidential Information to anyone except its Representatives who need to know it for the Purpose and are bound by confidentiality duties at least as protective as this Agreement. Each Party is responsible for any breach by its Representatives.

4.3 **Standard of care.** The Recipient will protect the Discloser's Confidential Information with at least the care it uses for its own similar information, and never less than reasonable care.

4.4 **Notice of misuse.** The Recipient will notify the Discloser promptly in writing after learning of any unauthorized use or disclosure, and will cooperate to limit the harm.

5. HANDLING OF CLIENT DATA

In addition to Section 4, Next Sage will handle Client Data as follows:

5.1 **Separate secured environment.** Next Sage will store and process Client Data only in a separate, access-controlled Quickbase application created solely for the Company's engagement (the "**Secured App**"). It will not mix Client Data with other clients' data. Quickbase, Inc. hosts the Secured App as Next Sage's service provider, and that hosting is not a disclosure under Section 4. Next Sage may move Client Data to a successor platform with equal or stronger safeguards only after giving the Company written notice.

5.2 **Named individuals only.** Only the individuals listed in **Schedule A** (the "**Authorized Individuals**") may access Client Data. Next Sage will notify the Company in writing before adding anyone to Schedule A.

5.3 **Security.** Next Sage will use reasonable administrative, technical and physical safeguards, including encryption in transit (TLS) and at rest (AES-256) within the Secured App, role-based permissions limited to Authorized Individuals, unique logins and multi-factor authentication for each Authorized Individual.

5.4 **No sale or outside use.** Next Sage will not sell, license or share Client Data. It will not use Client Data for any other client. It will not use Client Data to train or improve any artificial intelligence or machine learning model, and it will not allow any provider to do so (see Section 5.8).

5.5 **Benchmarks.** Next Sage may use only anonymized, aggregated statistics derived from Client Data that do not identify the Company, its employees or its customers, and only to improve Next Sage's own services.

5.6 **Security incident.** Next Sage will notify the Company in writing within 72 hours of confirming any unauthorized access to Client Data. The notice will describe what happened and the steps taken in response.

5.7 **Minimum data.** The Company should send only the data needed for the Purpose. It should avoid sending Social Security numbers, bank or card numbers, health information, or other sensitive personal data unless the Parties agree in writing.

5.8 **Service providers and AI tools.** Next Sage may use the service providers and AI tools listed in Schedule B to store, move and analyze Client Data, only inside Next Sage's own paid business accounts and only for the Purpose. Next Sage will use a tool only under terms that prohibit the provider from using Client Data to train its models. It will not enter Client Data into any tool that is not listed, and it will give the Company written notice before adding a provider to Schedule B. Providers listed in Schedule B act as Next Sage's service providers, and sharing Client Data with them as described here is not a disclosure under Section 4. Next Sage remains responsible for them.

6. RETURN AND DELETION

6.1 **If no engagement.** If the Parties have not signed a services agreement within 30 days after the Reveal Meeting, or within 30 days after either Party gives written notice that it will not proceed, whichever comes first, Next Sage will permanently delete all Client Data, including copies, extracts, the draft dashboard built from it, and the Secured App itself.

6.2 **On request.** At any time, on the Discloser's written request, the Recipient will return or permanently delete the Discloser's Confidential Information within 30 days.

6.3 **Certification.** Within 5 business days after deletion, Next Sage will confirm in writing to the Company that Client Data has been deleted.

6.4 **Backups.** Copies held in routine system backups will be deleted on the normal backup cycle, no later than 90 days, and will stay subject to this Agreement until deleted. They will not be restored or accessed except to recover from a system failure.

6.5 **If an engagement follows.** If the Parties sign a services agreement, Client Data will be governed by that agreement and by Next Sage's Client Data Privacy Policy attached to it, and this Agreement will continue to apply unless that agreement says otherwise.

7. COMPELLED DISCLOSURE

If law, regulation, subpoena or court order requires the Recipient to disclose Confidential Information, the Recipient will, where legally allowed, give the Discloser prompt written notice so the Discloser can seek a protective order. The Recipient will disclose only the portion it is legally required to disclose and will ask that it be treated confidentially.

8. OWNERSHIP AND NO OBLIGATION

8.1 **Ownership.** Each Party keeps all rights in its own Confidential Information. The Company owns Client Data. Next Sage owns the Next Sage Materials, including the dashboard design, even where it displays Client Data.

8.2 **No license.** Nothing in this Agreement grants either Party any license or right in the other's Confidential Information, except the limited right to use it for the Purpose.

8.3 **No warranty.** Confidential Information is provided "as is." Neither Party guarantees its accuracy or completeness. Any analysis, dashboard or observation shared during the Purpose is for evaluation only.

8.4 **No obligation to proceed.** This Agreement does not require either Party to enter into any further agreement or transaction. Either Party may end discussions at any time.

9. TERM

This Agreement covers disclosures made during the 12 months after the Effective Date. The Recipient's duties for each item of Confidential Information last for 3 years after it was disclosed. Duties for Client Data, and for any trade secret, continue for as long as the information is held by the Recipient or remains a trade secret under applicable law. Sections 5 through 11 survive termination.

10. REMEDIES, GOVERNING LAW AND VENUE

10.1 **Injunctive relief.** A breach of this Agreement may cause harm that money cannot fully repair. The non-breaching Party may seek an injunction or other equitable relief in addition to any other remedy, without posting a bond where the law allows.

10.2 **Governing law.** This Agreement is governed by the laws of the State of Montana, without regard to conflict-of-laws rules.

10.3 **Venue.** Any dispute will be brought in the state or federal courts located in Yellowstone County, Montana, and each Party consents to their jurisdiction.

10.4 **Attorneys' fees.** In any action to enforce this Agreement, the prevailing Party may recover reasonable attorneys' fees and costs.

11. GENERAL

11.1 **Entire agreement.** This Agreement is the Parties' complete agreement on its subject and replaces any earlier understandings about it.

11.2 **Amendment and waiver.** Changes must be in writing and signed by both Parties. Failing to enforce a term is not a waiver of it.

11.3 **Assignment.** Neither Party may assign this Agreement without the other's written consent, except to a successor of all or substantially all of its business that agrees to be bound.

11.4 **Severability.** If any term is unenforceable, it will be limited to the minimum extent needed and the rest will remain in effect.

11.5 **Notices.** Notices must be in writing and sent by email to each Party's notice email in the signature block, with confirmation of receipt. Either Party may change its notice email by written notice to the other.

11.6 **Independent parties.** The Parties are independent. This Agreement creates no partnership, agency or employment relationship.

11.7 **Counterparts and e-signatures.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

SIGNATURES

Each Party has signed this Agreement as of the Effective Date.

NEXT SAGE GROUP, LLC	[CLIENT LEGAL NAME]
Signature	Signature
Bruce Smith Name	Name
Co-Founder Title	Title
bruce@nextsagegroup.com Notice email	Notice email
Date	Date

SCHEDULE A: AUTHORIZED INDIVIDUALS

Only these people may access Client Data under Section 5.

Name	Role	Email
Bruce Smith	Co-Founder, Next Sage Group	bruce@nextsagegroup.com
Connor Smith	Co-Founder, Next Sage Group	connor@nextsagegroup.com

SCHEDULE B: SERVICE PROVIDERS AND AI TOOLS

Next Sage may use only these providers for Client Data under Section 5.8.

Quickbase. Hosts the Secured App, where Client Data is stored and the dashboard is built.

Claude (Anthropic). An AI assistant Next Sage uses to analyze Client Data and find the few numbers that matter. Used only under Next Sage's own paid business account, with Client Data not used to train models.

Make. Automation that moves data the Company sends by web form into the Secured App, if the Company chooses that option.

Dropbox. File transfer for weekly or monthly data files, if the Company chooses that option.

Strety. Optional. Used only if the Company chooses a Strety dashboard, and only after a services agreement is signed. It holds the results the Company chooses to track, not raw Client Data.