

NON-DISCLOSURE AGREEMENT

Zero-to-Launch Blueprint — One-Hour Coaching Session

Unilateral (One-Way) Confidentiality Undertaking by Don Cummins

This Non-Disclosure Agreement (“Agreement”) is made by **Don Cummins** (“Consultant,” “I,” “me,” or “my”) for the benefit of each individual or entity (“Client”) who purchases and participates in the “Zero-to-Launch Blueprint” one-hour coaching session offered at don-cummins.com/blueprint (the “Session”). This Agreement becomes effective, as to a given Client, on the date that Client's Session takes place (the “Effective Date”), as further described in Section 10.

This is a one-way agreement: it binds only Consultant. Client is not required to sign for this Agreement to protect Client's Confidential Information, as described in Section 10 below.

1. Purpose

Client is purchasing a one-hour coaching session from Consultant, during which Client will share confidential business ideas, plans, and related information (Client's “Big Idea”) so that Consultant can provide professional guidance and prepare a written action plan (the “Blueprint”). Consultant is entering into this Agreement to protect the confidentiality of Client's Big Idea and any other information Client shares in connection with the Session.

2. Definition of Confidential Information

“Confidential Information” means any information disclosed by Client to Consultant before, during, or after the Session — whether oral, written, electronic, or in any other form — relating to Client's Big Idea, business plans, strategies, products, technology, financial information, customers, or other proprietary or non-public matters, including information provided through intake forms, email, or verbally during the call.

3. Exclusions

Confidential Information does not include information that:

- (a) is or becomes publicly available through no act or omission of Consultant;
- (b) was already lawfully known to Consultant, without any duty of confidentiality, prior to disclosure by Client;
- (c) is independently developed by Consultant without use of or reference to Client's Confidential Information;
- (d) Consultant rightfully receives from a third party without breach of any confidentiality obligation to Client; or

(e) Consultant is required to disclose by applicable law, regulation, subpoena, or court order — provided that, where legally permitted, Consultant gives Client prompt notice so Client may seek a protective order or other appropriate remedy.

4. Consultant's Obligations

Consultant agrees to:

- (a) hold Client's Confidential Information in strict confidence;
- (b) not disclose Confidential Information to any third party, in any form, without Client's prior written consent;
- (c) use Confidential Information solely to conduct the Session and prepare Client's Blueprint;
- (d) not use Confidential Information for Consultant's own benefit, or for the benefit of any other person or client, including to develop, pursue, or advise on a competing product or business; and
- (e) protect Confidential Information using at least the same degree of care Consultant uses to protect its own confidential information, and in no event less than reasonable care.

5. General Knowledge and Skill

Nothing in this Agreement restricts Consultant's use of general knowledge, skills, ideas, methodologies, frameworks, or coaching techniques that Consultant developed or possessed independently of Client's Confidential Information, or that are not unique or specific to Client's Big Idea, even where that general knowledge was refined while providing the Session. This Section does not permit Consultant to disclose, reuse, or repurpose the specific substance of Client's Big Idea or Confidential Information for any other person.

6. No License; No Obligation

Nothing in this Agreement grants Consultant any license, ownership, or other right in Client's Confidential Information or Big Idea. Client retains all right, title, and interest in the Big Idea and any related intellectual property. This Agreement does not obligate either party to enter into any further business relationship and does not create a partnership, joint venture, employment, or agency relationship between the parties.

7. Term

Consultant's obligations under this Agreement begin on the Effective Date and continue for five (5) years thereafter, except that, with respect to any Confidential Information that qualifies as a trade secret under applicable law, Consultant's obligations continue for as long as the information remains a trade secret.

8. No Warranty

The Session and the Blueprint are provided for informational and educational purposes based on Consultant's professional experience. Consultant makes no guarantee regarding the commercial success,

viability, or outcome of Client's Big Idea, and nothing provided during the Session constitutes legal, tax, financial, or investment advice.

9. Remedies

Client acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages alone may be an inadequate remedy. Accordingly, in addition to any other remedy available at law or in equity, Client shall be entitled to seek injunctive or other equitable relief to prevent or remedy any breach of this Agreement, without the necessity of posting a bond.

10. Effective Date and Acceptance

This Agreement is offered by Consultant and becomes effective, as to a given Session, upon Client's purchase of the Zero-to-Launch Blueprint session and Client's participation in the Session. Consultant's signature below evidences Consultant's binding commitment to these terms for the benefit of each Client who purchases and participates in the Session. Client's purchase of, and participation in, the Session constitutes Client's acknowledgment of, and reliance on, the protections in this Agreement.

11. Governing Law

This Agreement is governed by the laws of the State of Colorado, without regard to its conflict-of-law principles.

12. Entire Agreement; Severability; Assignment

This Agreement is the entire agreement between the parties regarding confidentiality of the Session and supersedes any prior discussions on that subject. If any provision is held unenforceable, the remaining provisions remain in full force and effect. Consultant may not assign this Agreement without Client's prior written consent, except to a successor of Consultant's business.

Signatures

CONSULTANT

Signature: _____

Name (printed): Don Cummins

Date: 9/1/2026 _____

Signed by:

Don Cummins

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