

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

## Individual Engagement Agreement

### Enhanced Profits LLC — Maryland Jurisdiction

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**IMPORTANT DISCLAIMER:** *This document is provided for informational and templating purposes only. It does not constitute legal advice. Before executing this agreement or relying on its terms, both parties are strongly encouraged to retain qualified legal counsel licensed in the State of Maryland to review and, if necessary, modify this agreement to suit their specific circumstances. The enforceability of any provision depends on the specific facts and applicable law at the time of execution.*

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## PARTIES

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between:

**Company:** Enhanced Profits LLC, a Maryland limited liability company **CEO & Authorized**

**Representative:** Anthony Mosby **Principal Place of Business:** [Enhanced Profits LLC Address, City, State, ZIP] **Email:** [Anthony Mosby Email]

— referred to herein as "Enhanced Profits" or the "Company" —

and

**Individual: Full Legal Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Current Address:** [Street Address, City, State, ZIP] **Email:** [Email Address] **Phone:** [Phone Number]

— referred to herein as the "Individual" —

Enhanced Profits and the Individual are referred to individually as a "Party" and collectively as the "Parties."

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## ENGAGEMENT TYPE DESIGNATION

*The Individual and Enhanced Profits shall select the applicable engagement type(s) below. More than one box may be selected if the Individual's role encompasses multiple categories. The specific terms governing each engagement type are set forth in Article VII.*

#	Engagement Type	Selected
1	<b>Consultant</b> — Providing specialized advisory or project-based services on a defined-scope basis	<input type="checkbox"/>
2	<b>Advisor</b> — Serving in a strategic advisory capacity, providing guidance on business direction, partnerships, or operations	<input type="checkbox"/>
3	<b>Joint Venture Partner</b> — Entering into a joint venture or collaborative business arrangement with Enhanced Profits for a specified initiative	<input type="checkbox"/>
4	<b>Employee</b> — Joining Enhanced Profits in a full-time or part-time employment capacity	<input type="checkbox"/>
5	<b>1099 Independent Contractor</b> — Providing services as an independent contractor, maintaining operational and tax independence from Enhanced Profits	<input type="checkbox"/>

**Designated Engagement Description:** *Provide a brief written description of the Individual's anticipated role, scope of involvement, and which Enhanced Profits initiative(s) the engagement relates to (e.g., SMBA&D Assessment Program, Market Domination Ecosystem, Aegis AI Governance Platform, or other):*

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## RECITALS

WHEREAS, Enhanced Profits LLC is engaged in one or more strategic initiatives, including but not limited to: (i) AI and automation assessment services for minority and women-owned businesses in partnership with government entities; (ii) the Market Domination Ecosystem, an AI-powered platform for the construction supply chain technology market; and (iii) the Aegis AI Governance Platform — an enterprise operating system designed to provide governance, risk, and compliance visibility and control for autonomous AI-driven business operations;

WHEREAS, Enhanced Profits wishes to engage in preliminary discussions with the Individual regarding a potential business relationship, as designated above, that would require the disclosure of certain confidential and proprietary information belonging to Enhanced Profits;

WHEREAS, the Individual understands that any Confidential Information disclosed by Enhanced Profits is being shared solely for the purpose of evaluating or executing the designated engagement, and not for any other purpose;

WHEREAS, the Individual may also possess certain personal or professional confidential information (including but not limited to prior work experience details, personal financial information, or proprietary knowledge from prior engagements) that the Individual wishes to protect during these discussions;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration — including, without limitation, the opportunity to access Enhanced Profits' Confidential Information and to discuss a potential business engagement — the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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## ARTICLE I — DEFINITIONS

**1.1 "Confidential Information"** means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), either directly or indirectly, in oral, written, electronic, or visual form, that is designated as confidential or that reasonably should be understood to be confidential given its nature or the circumstances of its disclosure. Without limiting the foregoing, Enhanced Profits' Confidential Information includes, but is not limited to, the following categories:

- (a)** Business strategies, plans, projections, and financial forecasts, including but not limited to revenue models, cost structures, pricing strategies, and investment roadmaps;
- (b)** Proprietary methodologies, assessment frameworks, processes, systems, and operational workflows — including: (i) AI and automation assessment methodologies, business evaluation frameworks, strategic consultation protocols, and the Key Findings Report generation process; and (ii) the Aegis platform architecture, AI governance and compliance engine design, autonomous workflow monitoring systems, policy enforcement mechanisms, risk classification models, and all related platform engineering and product design documentation;
- (c)** Technology stacks, software platforms, AI/LLM tool configurations, automation systems, and integration architectures — including: (i) configurations involving tools such as Go High Level (GHL), AI Lead Flow systems, ElevenLabs, InVideo, GenSpark, Manus, Perplexity, Claude, and any other proprietary or third-party technology utilized in Enhanced Profits' operations; and (ii) the Aegis API module suite, platform integration protocols, SaaS product architecture, data pipeline design, and all technical specifications related to the autonomous enterprise operating system;
- (d)** Client lists, client data, prospect databases, lead generation systems, and customer acquisition strategies, including all data and analytics associated therewith;
- (e)** Intellectual property, including trade secrets as defined under the Maryland Uniform Trade Secrets Act (Md. Code Ann., Com. Law § 11-1201(e)), copyrighted works, proprietary content, marketing materials, presentation decks, proposal documents, and creative assets;
- (f)** Partnership proposals, investor materials, pitch decks, and strategic communications prepared in connection with business development, fundraising, or organizational partnerships — including: (i) materials prepared in connection with the Mayor's Office of Small and Minority Business Advocacy &

Development (SMBA&D); (ii) the Market Domination Ecosystem; and (iii) the Aegis AI Governance Platform, including all founding partner engagement materials, MSP/MCSP channel partnership proposals, vertical market entry strategies for Defense, Financial Services, and Healthcare sectors, and any related investor or board-level communications;

**(g)** Financial records, tax information, payroll data, banking details, and any other financial information not publicly available;

**(h)** Personnel information, organizational structures, compensation data, and human resource records;

**(i)** Research and development activities, product or service development pipelines, and pre-launch information;

**(j)** Any information marked or designated in writing as "Confidential," "Proprietary," or "Trade Secret" at the time of disclosure; and

**(k)** Any information disclosed orally that is identified as confidential at the time of disclosure and summarized in writing within fifteen (15) business days thereafter.

The Individual's Confidential Information, to the extent any is disclosed during the engagement discussions, shall include personal or professional information that the Individual expressly identifies as confidential in writing at the time of disclosure.

**1.2 "Trade Secret"** shall have the meaning set forth in the Maryland Uniform Trade Secrets Act, Md. Code Ann., Com. Law § 11-1201(e), which defines a trade secret as information — including a formula, pattern, compilation, program, device, method, technique, or process — that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**1.3 "Permitted Purpose"** means the evaluation of a potential business engagement between Enhanced Profits and the Individual, as designated in the Engagement Type Designation section above, or the execution of such engagement if the Parties proceed to a formal working relationship. The Permitted Purpose does not extend to any use of Enhanced Profits' Confidential Information for the Individual's personal benefit, for the benefit of any third party, or in connection with any competing business activity.

**1.4 "Work Product"** means any work product, deliverable, invention, creation, expression, analysis, report, code, design, model, framework, or other output — in any form, whether tangible or intangible — that is created, developed, or produced by the Individual in connection with or arising out of the Permitted Purpose or any engagement with Enhanced Profits, whether during or after business hours, and whether or not Enhanced Profits specifically requested such output.

**1.5 "Engagement Period"** means the duration of any active business relationship between the Parties, commencing on the Effective Date of this Agreement and continuing through the conclusion of any formal engagement, as documented in a separate engagement agreement, employment contract, or consulting agreement, if executed.

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## ARTICLE II — OBLIGATIONS OF CONFIDENTIALITY

**2.1 Individual's Obligations.** The Individual, upon receipt of Enhanced Profits' Confidential Information, shall:

- (a) Hold such Confidential Information in strict confidence, using no less than a reasonable degree of care — and in no event less than the same degree of care the Individual uses to protect his or her own confidential information of a similar nature;
- (b) Not disclose such Confidential Information to any third party under any circumstances without the prior written consent of Enhanced Profits;
- (c) Not use such Confidential Information for any purpose other than the Permitted Purpose; and
- (d) Take all reasonable measures to prevent unauthorized access to, or disclosure of, such Confidential Information, including but not limited to: securing all devices on which Confidential Information is stored; refraining from transmitting Confidential Information via unsecured channels; and ensuring that Confidential Information is not accessible to unauthorized individuals in the Individual's physical or digital environment.

**2.2 Enhanced Profits' Obligations.** To the extent Enhanced Profits receives Confidential Information from the Individual (expressly designated as confidential in writing), Enhanced Profits shall hold such information in strict confidence and shall not disclose or use it except in connection with evaluating or executing the designated engagement.

**2.3 Notification of Breach.** If the Individual becomes aware of any actual or suspected unauthorized disclosure, use, or misappropriation of Enhanced Profits' Confidential Information — whether by the Individual or by any third party — the Individual shall promptly notify Enhanced Profits in writing, including a description of the circumstances surrounding the actual or suspected breach.

**2.4 Heightened Obligations — Regulated Industry and Defense-Related Information.** Where Confidential Information relates to, or has been developed in connection with, operations in Defense, Financial Services, Healthcare, or other regulated industries — including but not limited to any Aegis platform materials, founding partner engagement data, vertical market strategies, or compliance architecture documentation — the Individual shall:

- (a) Apply a heightened standard of care, no less than the highest degree of care exercised for his or her own most sensitive personal or professional information;
- (b) Not share, discuss, or reference such information with any other individual or entity under any circumstances without prior written authorization from Enhanced Profits;
- (c) Ensure that any electronic storage of such information utilizes encryption and access controls, and that the Individual's personal devices on which such information is stored are protected by multi-factor authentication; and

(d) Immediately cease all use of such information upon written request by Enhanced Profits, and return or destroy all copies in accordance with Article VI.

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## **ARTICLE III — EXCLUSIONS FROM CONFIDENTIAL INFORMATION**

**3.1** The obligations of confidentiality under this Agreement shall not apply to Enhanced Profits' information that the Individual can demonstrate:

- (a) Is or becomes publicly available through no fault of the Individual and without violation of any obligation of confidentiality owed to Enhanced Profits;
- (b) Was already in the Individual's possession prior to the date of disclosure, as demonstrated by written records or other credible evidence predating the Effective Date or the date of disclosure, whichever is earlier;
- (c) Was independently developed by the Individual without reference to, or use of, Enhanced Profits' Confidential Information, as demonstrated by written records created contemporaneously with such development; or
- (d) Was received by the Individual from a third party who has the lawful right to disclose such information and who is not subject to any obligation of confidentiality owed to Enhanced Profits.

**3.2 Legally Compelled Disclosure.** If the Individual is required by applicable law, regulation, court order, subpoena, or governmental or regulatory authority to disclose any Confidential Information, the Individual shall:

- (a) Provide Enhanced Profits with prompt written notice of such requirement (to the extent permitted by law) prior to making any disclosure;
- (b) Cooperate reasonably with Enhanced Profits' efforts to obtain a protective order or other appropriate relief; and
- (c) Disclose only the minimum amount of information necessary to comply with the legal requirement.

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## **ARTICLE IV — PERMITTED DISCLOSURES**

**4.1** The Individual shall not disclose Enhanced Profits' Confidential Information to any third party for any reason. The only exception is disclosure to the Individual's personal legal counsel, solely for the purpose of obtaining legal advice regarding the Individual's obligations under this Agreement, provided that such counsel is informed of the confidential nature of the information and is bound by professional confidentiality obligations.

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## **ARTICLE V — INTELLECTUAL PROPERTY AND WORK PRODUCT**

**5.1 Ownership of Enhanced Profits' Intellectual Property.** The Individual acknowledges that all Confidential Information and intellectual property belonging to Enhanced Profits — including but not limited to all Trade Secrets, proprietary methodologies, platform designs, business strategies, and related materials — shall remain the sole and exclusive property of Enhanced Profits. Nothing in this Agreement or in any engagement between the Parties shall be construed as a transfer, assignment, grant, or license of any intellectual property rights to the Individual, except as may be separately agreed in writing in a standalone engagement agreement.

**5.2 Assignment of Work Product.** The Individual hereby assigns to Enhanced Profits all right, title, and interest in and to any and all Work Product created, developed, or produced by the Individual in connection with or arising out of the Individual's engagement with Enhanced Profits. This assignment is effective automatically upon creation of such Work Product and does not require any further act by either Party. The Individual agrees to execute any additional documents reasonably requested by Enhanced Profits to perfect, memorialize, or enforce Enhanced Profits' ownership of such Work Product.

**5.3 Work Product Created Using Confidential Information.** Any Work Product that incorporates, is derived from, or is based upon Enhanced Profits' Confidential Information shall be deemed to be exclusively owned by Enhanced Profits, regardless of whether such Work Product also incorporates the Individual's independent knowledge, skills, or experience.

**5.4 Moral Rights Waiver.** To the extent permitted by applicable law, the Individual hereby irrevocably waives any moral rights, rights of attribution, or other similar rights the Individual may have in any Work Product assigned to Enhanced Profits under this Article.

**5.5 Pre-Existing Intellectual Property.** The Individual represents that any intellectual property the Individual brings to the engagement that was created prior to the Effective Date and is not based on Enhanced Profits' Confidential Information ("Pre-Existing IP") shall remain the Individual's property. The Individual shall identify any Pre-Existing IP in writing on **Appendix B** attached hereto prior to commencement of any engagement. Any intellectual property not identified on Appendix B that is created during the engagement and relates to Enhanced Profits' business or Confidential Information shall be presumed to be Work Product owned by Enhanced Profits.

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## **ARTICLE VI — RETURN OR DESTRUCTION OF INFORMATION**

**6.1** Upon the termination or expiration of this Agreement, or upon the written request of Enhanced Profits at any time, the Individual shall:

(a) Return to Enhanced Profits all tangible embodiments of Enhanced Profits' Confidential Information, including all copies, reproductions, notes, summaries, and derivatives thereof — in any format, including digital; or

(b) Securely destroy all such materials, including permanently deleting all electronic copies from all personal devices, cloud storage accounts, and any other location, and provide written certification of such destruction to Enhanced Profits within five (5) business days.

**6.2** The Individual shall confirm in writing that the return or destruction has been completed within the timeframe specified above. Enhanced Profits reserves the right to audit compliance with this Section upon reasonable notice.

**6.3** Notwithstanding Section 6.1, the Individual's obligations of confidentiality under Articles II and V shall survive the return or destruction of Confidential Information.

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## **ARTICLE VII — ENGAGEMENT-SPECIFIC TERMS**

*The following terms apply based on the Engagement Type designated at the outset of this Agreement. All engagement types are subject to the confidentiality and intellectual property obligations set forth in Articles I through VI. Where a formal engagement proceeds, the Parties shall enter into a separate written agreement (e.g., a consulting agreement, employment offer letter, independent contractor agreement, or joint venture agreement) that will govern the specific terms, compensation, duration, and deliverables of the engagement. This Agreement governs confidentiality and intellectual property protections and shall survive the execution or termination of any such separate agreement.*

### **7.1 Consultant**

If the Individual is engaged as a Consultant, the Individual acknowledges that:

- (a) All services shall be performed in accordance with the scope, timelines, and standards to be defined in a separate consulting agreement;
- (b) The Individual shall not engage in any business activity that competes with Enhanced Profits during the term of the consulting engagement and for a period of **twelve (12) months** following its conclusion, without the prior written consent of Enhanced Profits;
- (c) All Work Product produced during the consulting engagement is owned by Enhanced Profits pursuant to Article V; and
- (d) The Individual's engagement as a Consultant does not create an employer-employee relationship, and the Individual shall be responsible for all applicable taxes, insurance, and regulatory obligations associated with the provision of consulting services.

### **7.2 Advisor**

If the Individual is engaged as an Advisor, the Individual acknowledges that:

- (a) Advisory services shall be provided on an ongoing or as-needed basis as mutually agreed, and shall not create an obligation on Enhanced Profits to act upon the Individual's advice;

- (b) The Individual shall not disclose to any third party the fact that the Individual is serving as an advisor to Enhanced Profits, or the substance of any advice provided, without the prior written consent of Enhanced Profits;
- (c) The Individual shall not engage in any business activity that competes with Enhanced Profits during the advisory relationship and for a period of **twelve (12) months** following its conclusion, without the prior written consent of Enhanced Profits; and
- (d) All Work Product and strategic recommendations produced during the advisory relationship are owned by Enhanced Profits pursuant to Article V.

### **7.3 Joint Venture Partner**

If the Individual is entering into a joint venture or collaborative arrangement with Enhanced Profits, the Individual acknowledges that:

- (a) The terms, structure, governance, profit-sharing, and exit provisions of the joint venture shall be set forth in a separate joint venture agreement to be negotiated and executed by the Parties;
- (b) This Agreement governs confidentiality and intellectual property protections during the negotiation and execution phases of the joint venture, and shall survive the termination of the joint venture;
- (c) The Individual shall not disclose to any third party the existence or terms of any joint venture discussions or arrangement without the prior written consent of Enhanced Profits; and
- (d) Any intellectual property created in connection with the joint venture shall be governed by the terms of the joint venture agreement; in the absence of a joint venture agreement, all such intellectual property shall be owned by Enhanced Profits pursuant to Article V.

### **7.4 Employee**

If the Individual is joining Enhanced Profits as an Employee, the Individual acknowledges that:

- (a) Employment shall be governed by a separate offer letter or employment agreement that will set forth compensation, benefits, position, duties, and all other material terms;
- (b) The Individual's obligations under this Agreement shall continue in full force and effect during and after employment, and shall survive the termination of employment for the periods set forth in Article VIII;
- (c) All Work Product created during employment — whether during or outside of business hours, and whether or not using Enhanced Profits' equipment or resources — is owned by Enhanced Profits pursuant to Article V, provided that such Work Product relates to Enhanced Profits' business, is created using Enhanced Profits' Confidential Information, or is created in the Individual's capacity as an employee; and
- (d) The Individual shall comply with all Enhanced Profits policies, procedures, and security protocols communicated during or following onboarding.

## 7.5 1099 Independent Contractor

If the Individual is engaged as a 1099 Independent Contractor, the Individual acknowledges that:

- (a) The Individual is an independent contractor and not an employee of Enhanced Profits for any purpose, including but not limited to tax, benefits, and workers' compensation purposes;
- (b) The Individual shall be solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other taxes arising from compensation received under the engagement;
- (c) The terms, scope, deliverables, and compensation of the independent contractor engagement shall be set forth in a separate independent contractor agreement;
- (d) All Work Product produced during the engagement is owned by Enhanced Profits pursuant to Article V;
- (e) The Individual shall not engage in any business activity that competes with Enhanced Profits during the term of the engagement and for a period of **twelve (12) months** following its conclusion, without the prior written consent of Enhanced Profits; and
- (f) Enhanced Profits shall not be liable for any benefits, insurance, or protections that would otherwise be afforded to an employee.

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## ARTICLE VIII — NON-COMPETE AND NON-SOLICITATION

**8.1 Non-Compete.** For a period of **twelve (12) months** following the termination or conclusion of the Individual's engagement with Enhanced Profits (regardless of the reason for termination), the Individual shall not, directly or indirectly:

- (a) Form, join, own, manage, operate, consult for, advise, or otherwise participate in any business or entity that competes with Enhanced Profits in the fields of AI and automation assessment, AI governance and compliance platforms, construction supply chain technology, or any other field in which Enhanced Profits is actively operating at the time of termination;
- (b) Develop or commercialize any product, service, platform, or methodology that is substantially similar to, or derived from, any of Enhanced Profits' proprietary systems, platforms, or methodologies; or
- (c) Solicit or serve any client, customer, or prospect of Enhanced Profits that was identified or disclosed in connection with the Individual's engagement.

**8.2 Non-Solicitation of Personnel.** For a period of **twenty-four (24) months** following the termination or conclusion of the Individual's engagement with Enhanced Profits, the Individual shall not, directly or indirectly, solicit, recruit, or hire any employee, consultant, advisor, contractor, or other personnel of Enhanced Profits who was involved in or had knowledge of Enhanced Profits' operations, strategies, or Confidential Information during the Individual's engagement.

**8.3 Acknowledgment of Reasonableness.** The Individual acknowledges that the restrictions set forth in this Article are reasonable in scope, duration, and geographic reach, given the nature of Enhanced Profits' business, the sensitivity of the Confidential Information to which the Individual will have access, and the legitimate business interests of Enhanced Profits in protecting its intellectual property, client relationships, and competitive position. The Individual further acknowledges that a breach of any provision of this Article would cause irreparable harm to Enhanced Profits that cannot be adequately compensated by monetary damages alone.

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## **ARTICLE IX — TERM AND DURATION**

**9.1 Term of Agreement.** This Agreement shall remain in effect for a minimum period of **three (3) years** from the Effective Date, or for the duration of the Individual's engagement with Enhanced Profits plus one (1) year following the conclusion of such engagement, whichever is longer.

**9.2 Survival — General Confidential Information.** With respect to Confidential Information that does not constitute a Trade Secret, the obligations of confidentiality and non-use set forth in Article II shall survive the termination or expiration of this Agreement for a period of **three (3) years** following such termination or expiration.

**9.3 Survival — Trade Secrets.** With respect to any information that constitutes a Trade Secret under the Maryland Uniform Trade Secrets Act (Md. Code Ann., Com. Law § 11-1201(e)), the obligations of confidentiality and non-use set forth in Article II shall survive the termination or expiration of this Agreement **indefinitely**, for as long as such information remains a Trade Secret under applicable law.

**9.4 Survival — Non-Compete and Non-Solicitation.** The obligations set forth in Article VIII shall survive the termination or expiration of this Agreement for the periods specified therein.

**9.5 Survival — Intellectual Property.** The obligations and assignments set forth in Article V shall survive the termination or expiration of this Agreement permanently.

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## **ARTICLE X — REMEDIES**

**10.1 Injunctive Relief.** The Individual acknowledges that any breach or threatened breach of the obligations set forth in this Agreement — including but not limited to the confidentiality obligations in Article II, the intellectual property provisions in Article V, and the non-compete and non-solicitation provisions in Article VIII — would cause irreparable harm to Enhanced Profits, for which monetary damages alone would not be an adequate remedy. Accordingly, Enhanced Profits shall be entitled to seek injunctive relief — including temporary restraining orders and preliminary or permanent injunctions — from any court of competent jurisdiction, without the necessity of posting a bond or other security, in addition to any other remedies available at law or in equity.

**10.2 Damages.** In addition to injunctive relief, Enhanced Profits shall be entitled to recover all damages available under applicable law, including but not limited to actual damages, unjust enrichment, lost profits, and — where applicable under the Maryland Uniform Trade Secrets Act (Md. Code Ann., Com. Law § 11-1203) — damages measured by a reasonable royalty for any unauthorized use of a Trade Secret.

**10.3 Attorneys' Fees.** If Enhanced Profits prevails in any legal action arising out of or relating to this Agreement, the Individual shall be liable for Enhanced Profits' reasonable attorneys' fees, court costs, and other legal expenses, consistent with Md. Code Ann., Com. Law § 11-1204. The Parties agree that this provision shall apply reciprocally: if the Individual prevails in such an action, Enhanced Profits shall likewise be responsible for the Individual's reasonable attorneys' fees and costs.

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## **ARTICLE XI — GOVERNING LAW AND DISPUTE RESOLUTION**

**11.1 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the **State of Maryland**, without giving effect to any conflict of laws principles that would require the application of the laws of another jurisdiction.

**11.2 Jurisdiction and Venue.** The Individual hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in **Baltimore City, Maryland**, for any legal action arising out of or relating to this Agreement. The Individual hereby waives any objection to the laying of venue of any such action in Baltimore City, Maryland, and any claim that such courts are an inconvenient forum.

**11.3 Pre-Litigation Dispute Resolution.** Prior to initiating any formal legal action (other than a request for injunctive relief under Section 10.1), the Parties agree to attempt to resolve any dispute arising under this Agreement through good-faith discussions between the Individual and an authorized representative of Enhanced Profits for a period of not less than fifteen (15) business days following written notice of the dispute.

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## **ARTICLE XII — REPRESENTATIONS AND WARRANTIES**

**12.1 Individual's Representations.** The Individual represents and warrants that:

- (a) The Individual is not currently a party to any agreement, employment arrangement, or obligation that would conflict with or prevent the Individual from performing the obligations set forth in this Agreement or from engaging with Enhanced Profits in the designated capacity;
- (b) The Individual does not owe any outstanding confidentiality, non-compete, or non-solicitation obligations to any prior employer or business partner that would be violated by entering into this Agreement or by disclosing to Enhanced Profits any information the Individual proposes to share; and

(c) The Individual has the legal capacity to enter into this Agreement and to perform all obligations set forth herein.

**12.2 Enhanced Profits' Representations.** Enhanced Profits represents and warrants that it has the legal authority to enter into this Agreement and that Anthony Mosby, or such other individual as may be designated, is authorized to execute this Agreement on behalf of Enhanced Profits.

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## **ARTICLE XIII — GENERAL PROVISIONS**

**13.1 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to confidentiality, intellectual property, and non-competition as they relate to the Individual's engagement with Enhanced Profits. It supersedes all prior and contemporaneous discussions, negotiations, proposals, representations, and understandings, whether written or oral, relating to such subject matter. Where a separate engagement agreement (consulting, employment, contractor, joint venture, or advisory) is executed, the two agreements shall be read together; in the event of a conflict, this Agreement shall govern with respect to confidentiality, intellectual property ownership, and non-competition.

**13.2 Amendments.** This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

**13.3 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. In particular, if any temporal, geographic, or activity restriction in Article VIII is found to be overbroad, the court is hereby authorized to reduce such restriction to the maximum extent enforceable under applicable law.

**13.4 Waiver.** The failure of either Party to enforce any provision of this Agreement at any time shall not constitute a waiver of such Party's right to enforce such provision or any other provision at any subsequent time. Any waiver must be in writing and signed by the waiving Party.

**13.5 No Assignment.** The Individual may not assign or transfer this Agreement or any of the Individual's rights or obligations hereunder without the prior written consent of Enhanced Profits. Enhanced Profits may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its business or assets, provided that the successor assumes all obligations under this Agreement.

**13.6 Independent Parties.** Unless the Individual's engagement type is designated as "Employee," the Parties are independent contractors. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency, except as expressly designated in the Engagement Type section above.

**13.7 Notices.** All notices required or permitted under this Agreement shall be in writing and shall be delivered by (a) certified mail, return receipt requested, postage prepaid; (b) nationally recognized overnight courier service; (c) electronic mail with written confirmation of receipt; or (d) hand delivery, to the addresses set forth in the Parties section above or to such other address as a Party may designate by written notice.

**13.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

**13.9 Headings.** The headings in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

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## **SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties have executed this Confidentiality and Non-Disclosure Agreement as of the Effective Date first written above.

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### **ENHANCED PROFITS LLC**

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

**Printed Name:** Anthony Mosby

**Title:** Chief Executive Officer

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

**Notice Address:** Enhanced Profits LLC [Street Address] [City], Maryland [ZIP Code] [Email Address] [Phone Number]

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### **INDIVIDUAL**

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

**Printed Name:** \_\_\_\_\_

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

**Notice Address:** [Street Address] [City], [State] [ZIP Code] [Email Address] [Phone Number]

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## **APPENDIX A — ENHANCED PROFITS LLC CONFIDENTIAL INFORMATION CATEGORIES**

*The following appendix identifies specific categories of Enhanced Profits LLC intellectual property and business information covered by this Agreement. This appendix is provided for clarity and does not limit the definition of Confidential Information as set forth in Article I.*

### **Core Business Operations**

Category	Description	Classification
AI & Automation	Proprietary frameworks, evaluation protocols, and strategic	Trade Secret
Assessment	consultation processes used to assess MWBE and other businesses for	
Methodology	AI and automation opportunities	
Key Findings Report	The structured methodology for generating strategic findings reports,	Trade Secret
Process	including analytical models, recommendation frameworks, and	
	prioritization matrices	
Market Domination	Complete business model, platform architecture, AI-powered systems	Trade Secret
Ecosystem Business	design, investor materials, financial projections, and growth strategy	
Model	for the construction supply chain technology platform	
SMBA&D Partnership	All proposals, presentations, emails, and strategic communications	Confidential
Materials	prepared in connection with the Mayor's Office of Small and	
	Minority Business Advocacy & Development	
Technology Stack &	Specific configurations, integrations, and utilization methodologies	Trade Secret
Tool Configurations	for AI/LLM tools including but not limited to Go High Level,	
	ElevenLabs, InVideo, GenSpark, Manus, Perplexity, and Claude	
Client & Prospect Data	All client lists, prospect databases, lead generation data, and customer	Confidential
	acquisition analytics	
Financial & Operational	Revenue figures, cost structures, investment allocations, team	Confidential
Data	structures, and operational budgets	
Investor & Fundraising	Executive leadership summaries, investor pitch materials, financial	Trade Secret
Materials	models, and fundraising strategies	
Content & Marketing	Podcast content, webinar materials, video productions, and all	Confidential
Assets	associated marketing and brand assets	
Cross-Industry	Pattern recognition methodologies and cross-industry analytical	Trade Secret
Assessment Intelligence	frameworks developed through billionaire mentorship and systematic	
	preparation	

## Aegis AI Governance Platform

Category	Description	Classification
Aegis Platform Architecture & Operating System Design	The complete technical architecture, system design, and product blueprint for the autonomous enterprise operating system, including all governance, risk, and compliance (GRC) engine specifications	Trade Secret
Three-Phase Strategic Roadmap	The full Phase 1 (Foundation/Proving Ground), Phase 2 (Multiplier/Path to Scale), and Phase 3 (Ecosystem/Global Standard) execution plan, including timelines, milestones, resource allocation, and go-to-market sequencing	Trade Secret
Regulated Vertical Strategy — Defense, Financial Services & Healthcare	All market entry strategies, partnership frameworks, customer engagement models, and compliance mapping specific to the Defense, Financial Services, and Healthcare verticals identified as founding-partner sectors	Trade Secret
MSP/MCSP Channel Distribution Model	The proprietary strategy for productizing core technology into API modules and distributing through Managed Service Providers and Managed Cybersecurity Service Providers as a global sales channel	Trade Secret
Aegis API Module Suite & Integration Specifications	All technical documentation, API design specifications, integration protocols, and SaaS product architecture for the modular platform suite intended for enterprise-scale deployment	Trade Secret
AI Governance & Compliance Engine	Proprietary methodologies, algorithms, and frameworks for providing visibility, control, and trust assurance across autonomous AI workflows, intelligent agents, and predictive models within enterprise environments	Trade Secret
Founding Partner Engagement Materials	All proposals, due diligence documentation, engagement frameworks, and strategic communications prepared in connection with the select group of industry-titan founding partners	Confidential
Aegis Investor & Fundraising Materials	All investor decks, financial projections, business plans, and fundraising communications specific to the Aegis platform opportunity	Trade Secret
Aegis Competitive Positioning & Category Definition	All internal analysis, benchmarking, and strategic positioning materials related to defining and occupying the AI governance category as a new segment of enterprise software	Trade Secret

## APPENDIX B — INDIVIDUAL'S PRE-EXISTING INTELLECTUAL PROPERTY

*The Individual shall list below any intellectual property created prior to the Effective Date of this Agreement that the Individual intends to use or reference during the engagement with Enhanced Profits. Failure to identify Pre-Existing IP on this Appendix shall result in such intellectual property being presumed to be Work Product owned by Enhanced Profits if it is created or modified during the engagement and relates to Enhanced Profits' business or Confidential Information.*

#	Description of Pre-Existing IP	Date of Creation (Approximate)	Relevance to Engagement
1			
2			
3			
4			
5			

*If additional rows are needed, attach a supplemental page and reference it here.*

**Individual's Certification:** I certify that the Pre-Existing IP identified above constitutes a complete and accurate list of all intellectual property I intend to bring to my engagement with Enhanced Profits LLC. Any intellectual property not listed above that is created during my engagement and relates to Enhanced Profits' business shall be deemed Work Product owned by Enhanced Profits.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Document Version: 1.0 Prepared: January 31, 2026 Jurisdiction: State of Maryland Governing Statute: Maryland Uniform Trade Secrets Act, Md. Code Ann., Com. Law §§ 11-1201 through 11-1209  
Companion Document: Enhanced Profits LLC Mutual NDA (v2.0) — Entity-to-Entity Agreement*

**⚠** *This agreement is designed to align with the Maryland Uniform Trade Secrets Act and general Maryland contract law principles. It is not a substitute for professional legal counsel. Enhanced Profits LLC is advised to have a licensed Maryland attorney review this agreement before execution, particularly with respect to the enforceability of the non-compete provisions, the scope of the Work Product assignment, and any customization needed for the specific engagement type and business relationship at*

*hand. Where a formal engagement proceeds, a separate engagement-specific agreement (consulting, employment, contractor, or joint venture) should be executed in conjunction with this Agreement.*