

CONFIDENTIALITY & LIMITED USE AGREEMENT — SNIPER SOP

This **Confidentiality & Limited Use Agreement** (“Agreement”) (ie: Terms of Service) is made as of **[Date]** between **[Discloser Name]** (“Discloser”) and **[Recipient Name / Company]** (“Recipient”).

1. **Purpose.** Discloser will share a proprietary Standard Operating Procedure for sniper-style off-market data acquisition and outreach (the “SOP”). Recipient may use the SOP **only** under the restrictions below and only to implement the SOP internally within Recipient’s organization.
2. **Confidential Information.** “Confidential Information” means the SOP and any related documents, spreadsheets, templates, workflows, scripts, training, videos, data, notes, and derivatives or extracts.
3. **Limited License / Use.** Recipient is granted a **non-exclusive, non-transferable, non-sublicensable, revocable** license to use the Confidential Information **only** to run the SOP internally. Recipient will not package, sell, license, sublicense, distribute, or otherwise commercialize the SOP or any substantially similar method or data.
4. **No Distribution / Accountability.** Recipient will not disclose Confidential Information to third parties (including contractors, affiliates, or partners) unless each such party signs this Agreement in advance and Recipient provides Discloser with a copy of the signed Agreement. Recipient is fully liable for any breach by any person to whom Recipient gives access.
5. **Mutual Confidentiality.** If Recipient shares confidential materials (e.g., proprietary lists, datasets, or internal processes) with Discloser during evaluation or collaboration, Discloser agrees those materials are Confidential Information and will not be shared by Discloser with any third party without Recipient’s prior written consent.
6. **Prohibited Actions.** Recipient will not: (a) sell, package, license, or otherwise commercialize the SOP or derivatives; (b) use Confidential Information to create datasets, train AI models, or enable third parties to offer the SOP as a product/service; (c) attempt to reverse-engineer or recreate a substantially similar system for resale.
7. **Security.** Recipient will protect Confidential Information with at least the same degree of care it uses for its own confidential materials, but not less than reasonable care, and will limit access on a need-to-know basis.
8. **Earnings & Legal Disclaimer.** Discloser provides the SOP for operational guidance only. Discloser does not guarantee results or earnings. Recipient is solely responsible for legal and regulatory compliance of any actions taken using the SOP. Recipient agrees

not to hold Discloser liable for any claims, losses, fines, or consequences arising from Recipient's use of the SOP, including any actions that violate law or third-party rights. Recipient will indemnify and defend Discloser against claims arising from Recipient's misuse or unlawful use of the SOP.

9. **Term & Survival.** This Agreement begins on the date above. Confidentiality obligations remain in effect for **five (5) years** after disclosure, except trade-secret level material (disclosed in writing to Recipient, if any) which remains confidential until lawfully made public. The obligations not to sell, license, or commercialize the SOP survive indefinitely.
10. **Remedies.** Recipient acknowledges breach causes irreparable harm. Discloser may seek injunctive relief and other remedies. Recipient will reimburse Discloser for reasonable attorneys' fees and costs incurred enforcing this Agreement after a breach.
11. **Governing Law.** This Agreement is governed by the laws of **Colorado**.
12. **Entire Agreement.** This is the complete agreement regarding the SOP. Any amendment must be in writing and signed by both parties.

DISCLOSER

Name: _____

Signature: _____

Date: _____

RECIPIENT

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____