



# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (TEMPLATE)

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## Information Security Program

Version 1.0

May 24, 2026

Prepared for Walker-Miller Energy Services



**Use:** This template applies to any future contractor, advisor, vendor, or third party with access to PB systems, client data, or PB confidential information.

**Owner:** Todd Walton, Project Baseline, Inc.

**Template version:** 1.0

**Template effective date:** 2026-05-22

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# MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

**Project Baseline, Inc.**, a Colorado profit corporation with principal place of business in Broadview, Illinois ("PB"); and

\_\_\_\_\_ ("Counterparty")

(each a "Party," collectively the "Parties").

## 1. PURPOSE

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The Parties wish to explore and, where mutually agreed, undertake a business relationship that may involve the disclosure of confidential information (the "Purpose"). This Agreement governs the protection, use, and return of confidential information exchanged in connection with the Purpose.

## 2. DEFINITIONS

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**"Confidential Information"** means any information disclosed by either Party (the "Disclosing Party") to the other (the "Receiving Party"), whether orally, in writing, electronically, or in any other form, that is identified as confidential or that a reasonable person would understand to be confidential under the circumstances. Confidential Information includes, without limitation:

- Client lists, client engagement details, and client data
- Business plans, financial information, pricing, and strategy
- Source code, technical architecture, and infrastructure details
- Security configurations, credentials, and access information
- Trade secrets, know-how, and proprietary methodologies
- Any data PB processes on behalf of its clients (sub-confidential information owed to PB's clients)

**"Client Data"** means any data of a PB client that the Receiving Party has access to in connection with the Purpose. Client Data is a category of Confidential Information with elevated protections per Section 5 below.

### 3. EXCLUSIONS

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Confidential Information does not include information that:

(a) is or becomes publicly known through no fault of the Receiving Party; (b) was lawfully in the Receiving Party's possession before disclosure by the Disclosing Party, as demonstrated by written records; (c) is rightfully received from a third party without a duty of confidentiality; (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

### 4. OBLIGATIONS OF THE RECEIVING PARTY

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The Receiving Party shall:

(a) Use the Confidential Information solely for the Purpose; (b) Protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care; (c) Limit access to Confidential Information to those of its personnel who have a need to know for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement; (d) Not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; (e) Notify the Disclosing Party promptly of any unauthorized disclosure or use of Confidential Information.

### 5. HEIGHTENED OBLIGATIONS FOR CLIENT DATA

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For any Client Data accessed in connection with the Purpose, the Receiving Party additionally agrees to:

(a) Treat Client Data as the property of PB's client, with PB acting as data controller and the Receiving Party acting as sub-processor; (b) Process Client Data only on PB's documented instructions; (c) Maintain technical and organizational security measures at least as protective as those in PB's Information Security Policy (provided separately); (d) Notify PB of any actual or suspected breach involving Client Data within 24 hours of discovery; (e) Return or destroy Client Data within 7 days of the end of the Purpose, providing written certification of destruction on request; (f) Submit to reasonable security audits by PB or PB's client on 14 days notice; (g) Not transfer Client Data outside the United States without PB's prior written consent.

## 6. REQUIRED DISCLOSURES

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If the Receiving Party is required by law or court order to disclose Confidential Information, it shall (to the extent legally permitted) promptly notify the Disclosing Party so that the Disclosing Party may seek a protective order, and shall disclose only the minimum necessary to comply.

## 7. RETURN OR DESTRUCTION

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Upon the Disclosing Party's request or upon termination of the Purpose, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, including all copies, and certify destruction in writing. The Receiving Party may retain one archival copy for legal compliance, subject to continuing confidentiality obligations.

## 8. NO LICENSE

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This Agreement does not grant the Receiving Party any license or right to the Disclosing Party's intellectual property, trademarks, or trade secrets, except the limited right to use Confidential Information for the Purpose.

## 9. TERM

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This Agreement is effective as of the Effective Date and continues for three (3) years thereafter, OR until the Purpose is completed and all Confidential Information has been

returned or destroyed, whichever is later. Obligations regarding trade secrets continue indefinitely so long as the information remains a trade secret. Obligations regarding Client Data continue for five (5) years after the end of the Purpose or longer if required by PB's underlying client agreement.

## 10. EQUITABLE RELIEF

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The Parties acknowledge that breach of this Agreement may cause irreparable harm for which monetary damages are inadequate, and the Disclosing Party is entitled to seek injunctive and equitable relief in addition to any other available remedies.

## 11. NO WARRANTY

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Confidential Information is provided "as is" without warranty of accuracy or completeness. The Disclosing Party is not liable for any decisions made by the Receiving Party based on Confidential Information.

## 12. GOVERNING LAW AND JURISDICTION

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This Agreement is governed by the laws of the State of Illinois without regard to conflict-of-laws principles. Any dispute arising under this Agreement shall be resolved in the state or federal courts located in Cook County, Illinois.

## 13. ENTIRE AGREEMENT

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This Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior or contemporaneous communications.

## 14. AMENDMENT

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This Agreement may be amended only by a written instrument signed by both Parties.

## 15. COUNTERPARTS AND ELECTRONIC SIGNATURE

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This Agreement may be executed in counterparts and via electronic signature, each of which is deemed an original.

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**PROJECT BASELINE INC.**

By: \_\_\_\_\_ Name: Todd Walton Title: Principal Date: \_\_\_\_\_

**COUNTERPARTY**

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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## TEMPLATE USAGE NOTES (INTERNAL, NOT PART OF EXECUTED DOCUMENT)

- Use this template for any third party who will have access to PB systems, client data, or confidential information
- For pure professional services where no Confidential Information is exchanged, an NDA may not be necessary
- For relationships involving Client Data, ensure the underlying client agreement permits sub-processor disclosure under these terms; if not, escalate to client first
- Heightened Client Data obligations in Section 5 are designed to flow down PB's obligations to its clients (especially for clients with GDPR, HIPAA, or SOX exposure)
- Notification timelines (24-hour internal breach to PB; 72-hour PB-to-client per Incident Response Plan) work together so PB can meet client SLAs
- File executed copies in `output/project-baseline/_agency/legal/executed-ndas/` with subject naming `[YYYY-MM-DD]-[counterparty]-nda.pdf`
- Track in vendor/sub-processor registry per Vendor Management Policy

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**END OF DOCUMENT**

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