THE RUNBOOK INDEX

Standard Bilateral Mutual Non-Disclosure Agreement

REFERENCE: RI-MNDA-2026-STD · MUTUAL CONFIDENTIALITY PROTECTION

PARTY A (Disclosing / Receiving): The Runbook Index Ltd, London, United Kingdom (Rep: Acey Squire, Lead Architect)
PARTY B (Counterparty): [CLIENT LEGAL ENTITY NAME], [CLIENT REGISTERED ADDRESS]
EFFECTIVE DATE: Automatically upon form booking / signature execution · **GOVERNING LAW:** England & Wales / Delaware

1. Purpose of Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is entered into to protect confidential and proprietary technical and commercial information disclosed by either party for the sole purpose of evaluating, performing, and delivering **15-Minute Technical Architecture Triage, Cloud Security Diligence, Vendor Assessment Spreadsheet Pre-Filling (CAIQ v4, SIG Lite, SOC 2, ISO 27001), and Enterprise Audit Readiness Vault services** ("Authorized Purpose").

2. Scope of Confidential Information

"Confidential Information" encompasses all non-public technical, architectural, operational, security, and commercial data disclosed by either party, whether in writing, oral screen-shares, spreadsheet uploads, or cloud parameters. This specifically includes: (a) Counterparty's cloud infrastructure topologies, AWS/GCP/Azure configurations, IAM policies, KMS encryption setups, container orchestration layouts, internal network diagrams, and vulnerability assessments; (b) Third-party vendor security questionnaires (CAIQ, SIG Lite, VSA, custom spreadsheets) and answers; and (c) The Runbook Index's proprietary policy synthesis blueprints, audit automation engines, and deliverable frameworks.

3. Non-Disclosure & Strict Standard of Care

Each Receiving Party agrees to: (a) hold the Disclosing Party's Confidential Information in zero-knowledge strict confidence, exercising at least the same degree of care it uses for its own highly sensitive data (and never less than reasonable commercial care); (b) restrict disclosure strictly to its officers, technical architects, and legal advisors who have a verifiable need-to-know to fulfill the Authorized Purpose and who are bound by written confidentiality obligations at least as protective as this Agreement; and (c) never disclose, reverse engineer, sell, or exploit Confidential Information for any external commercial purpose.

4. Zero-Knowledge Staging & Prompt Data Disposal

The Runbook Index processes all prospective buyer questionnaires and cloud parameters under AES-256 encrypted staging environments. Within fourteen (14) days following the conclusion of a triage session or completion of vault delivery (or immediately upon Counterparty's written request), The Runbook Index shall permanently purge all raw client questionnaires, spreadsheets, and temporary architecture notes from its working environments.

5. Exclusions from Confidentiality

Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was already known to the Receiving Party prior to disclosure without confidentiality restrictions; (c) is independently developed without reference to or reliance upon Disclosing Party's Confidential Information; or (d) is rightfully received from a third party free of confidentiality restrictions.

6. Intellectual Property Reservation

Neither party grants any intellectual property license, patent rights, or trademark ownership under this Agreement. Counterparty retains 100% sole ownership of its source code, cloud infrastructure, and proprietary data. Deliverables

generated by The Runbook Index upon commercial engagement are licensed perpetually to Counterparty for corporate commercial compliance use.

7. Term & Survival

This Agreement shall govern disclosures made within one (1) year of the Effective Date. Confidentiality obligations shall survive for a period of **two (2) years** from disclosure, except that security vulnerability data, cloud encryption topologies, and trade secrets shall be held confidential in perpetuity.

8. Governing Law & Jurisdiction

This Agreement is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts. For US counterparties, cross-border venue may alternatively be submitted to the courts of the State of Delaware.

FOR: THE RUNBOOK INDEX LTD	**FOR: COUNTERPARTY / CLIENT**
Signature: **Acey Squire (Executed)** **Name:** Acey Squire **Title:** Lead Infrastructure & Compliance Architect **Email:** acey.squire@runbookindex.com **Date:** 15 October 2026	*Signature:* _____ **Name:** [AUTHORIZED SIGNER] **Title:** CTO / CEO / Founder **Company:** [CLIENT COMPANY NAME] **Date:** _____