

MUTUAL NON-DISCLOSURE AGREEMENT

Systems and Methods for Predicting Vulnerability to Institutional Gaslighting, Algorithmic Manipulation, and Emotional-AI Coercion

Effective Date: _____, 20 ____

Between:

Disclosing Party:

Joshua Garfunkel
Principal Investigator & Patent Holder
Email: joshua@disrupttheloop.com
Phone: (718) 914-7747
Address: 770 Ocean Parkway 7D, Brooklyn NY, 11230

Saini 9 Beit Shemesh IL, 9958609

AND

Receiving Party:

[University/Institution Name]
Authorized Representative: _____
Title: _____
Address: _____
Email: _____

RECITALS

WHEREAS, the Disclosing Party has developed comprehensive theoretical frameworks, assessment protocols, and computational systems for predicting vulnerability to institutional manipulation, detecting covert manipulation tactics, quantifying psychological harm, and delivering therapeutic interventions (collectively, the “**Proprietary Information**”);

WHEREAS, the Proprietary Information is protected by provisional patent applications filed with the United States Patent and Trademark Office, including Application No. 63/914,253 filed November 8, 2025, and continuation-in-part amendment filed November 9, 2025;

WHEREAS, the Receiving Party desires to evaluate the Proprietary Information for purposes of assessing potential research collaboration, empirical validation, algorithm development, and commercialization opportunities (the “**Purpose**”);

WHEREAS, both parties recognize the significant scientific, clinical, and commercial value of the Proprietary Information and wish to protect its confidentiality during evaluation discussions;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 “Confidential Information” means all information, whether written, oral, electronic, visual, or in any other form, disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

(a) Technical Information: - Complete provisional patent applications and all claims - Theoretical frameworks (Vulnerability Index, FFP Triplet, Tri-Hybrid Vigor, Digital Dignity Index, Emotional Capital Management, Prediction-as-Manufacturing Detection, Linguistic Tool Diversity) - Mathematical formulas and algorithmic specifications - Assessment battery protocols and psychometric specifications - Software architecture and module designs - NLP training methodologies and annotated datasets - Neuroimaging protocols and analysis methods - Cryptographic evidence generation systems - Machine learning model architectures and training approaches

(b) Business Information: - Research strategies and timelines - Funding strategies and budget projections - Commercialization plans and revenue models - Partnership structures and collaboration models - Institutional audit methodologies - Market analyses and competitive assessments

(c) Research Information: - Study designs and research protocols - Preliminary data and validation studies - Outcome measures and statistical analysis plans - Participant recruitment strategies - Clinical trial designs

(d) Strategic Information: - Intellectual property strategies - Regulatory engagement plans - Publication strategies - Stakeholder relationships and networks

1.2 Exclusions from Confidential Information:

Confidential Information does not include information that:

- (a) Was publicly available at the time of disclosure or becomes publicly available through no breach of this Agreement by the Receiving Party;
- (b) Was rightfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party, as evidenced by written records;
- (c) Is independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced by written records;
- (d) Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; or

- (e) Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party provides prompt written notice to the Disclosing Party and cooperates in seeking protective orders or other appropriate remedies.

2. OBLIGATIONS OF RECEIVING PARTY

2.1 Confidentiality Obligation:

The Receiving Party agrees to:

- (a) Hold all Confidential Information in strict confidence;
- (b) Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
- (c) Use the Confidential Information solely for the Purpose stated above;
- (d) Protect the Confidential Information with at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care;
- (e) Not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms from any Confidential Information.

2.2 Limited Disclosure:

The Receiving Party may disclose Confidential Information only to its employees, officers, directors, advisors, consultants, faculty members, and legal counsel (collectively, "**Representatives**") who:

- (a) Have a legitimate need to know for the Purpose;
- (b) Have been informed of the confidential nature of the information;
- (c) Are bound by confidentiality obligations at least as restrictive as those contained herein; and
- (d) Are listed in **Exhibit A** attached hereto.

The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

2.3 No Unauthorized Use:

The Receiving Party agrees not to:

- (a) Use Confidential Information for any competitive purpose;
- (b) File patent applications based on Confidential Information without written consent;
- (c) Publish or present Confidential Information without written consent;

- (d) Develop products or services that incorporate Confidential Information without a separate written agreement;
- (e) Share Confidential Information with third parties, including other universities, research institutions, or commercial entities, without written consent.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 No License Granted:

Nothing in this Agreement grants the Receiving Party any license, right, title, or interest in or to the Confidential Information or any intellectual property rights therein. All Confidential Information remains the sole property of the Disclosing Party.

3.2 Patent Rights:

The Receiving Party acknowledges that:

- (a) The Disclosing Party has filed provisional patent applications covering the systems and methods described in the Confidential Information;
- (b) Non-provisional patent applications must be filed by November 8, 2026 to preserve priority;
- (c) Any public disclosure of Confidential Information prior to patent filing could jeopardize patent rights;
- (d) The Receiving Party will take all reasonable steps to prevent premature public disclosure.

3.3 Future Collaboration:

Should the parties agree to pursue a research collaboration:

- (a) Intellectual property arrangements will be negotiated separately in a definitive research agreement;
- (b) Options may include research licenses, joint ownership, or other mutually agreed structures;
- (c) This NDA does not obligate either party to enter into any collaboration or license;
- (d) Any collaboration will respect both the Disclosing Party's foundational theoretical contributions and the Receiving Party's empirical validation contributions.

4. TERM AND TERMINATION

4.1 Term:

This Agreement shall commence on the Effective Date and continue for a period of **three (3) years**, unless earlier terminated as provided herein.

4.2 Termination:

Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.

4.3 Survival of Obligations:

Upon termination or expiration of this Agreement:

- (a) The Receiving Party shall promptly return or destroy all tangible materials containing Confidential Information and certify such destruction in writing;
- (b) The confidentiality obligations under Section 2 shall survive for **five (5) years** from the date of termination or expiration;
- (c) The intellectual property provisions under Section 3 shall survive indefinitely;
- (d) Any Confidential Information that exists in electronic form shall be permanently deleted from all systems, with certification provided to the Disclosing Party.

5. NO OBLIGATION TO DISCLOSE

5.1 Discretionary Disclosure:

The Disclosing Party is under no obligation to disclose any particular Confidential Information and may, in its sole discretion, determine what information to disclose and when.

5.2 Phased Disclosure:

The Disclosing Party may choose to disclose Confidential Information in phases:

Phase 1: Non-technical research overview (publicly shareable)

Phase 2: Detailed theoretical frameworks (under this NDA)

Phase 3: Complete patent documentation (under this NDA)

Phase 4: Proprietary algorithms and datasets (under separate agreement if collaboration proceeds)

6. NO PARTNERSHIP OR AGENCY

This Agreement does not create any partnership, joint venture, agency, employment, or fiduciary relationship between the parties. Neither party has authority to bind the other or to incur any obligation on behalf of the other.

7. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Disclosing Party makes no representation regarding the accuracy, completeness, or utility of the Confidential Information.

8. REMEDIES

8.1 Irreparable Harm:

The Receiving Party acknowledges that:

- (a) Breach of this Agreement would cause irreparable harm to the Disclosing Party;
- (b) Monetary damages would be inadequate to compensate for such breach;
- (c) The Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

8.2 No Limitation:

The Receiving Party’s obligations under this Agreement are independent of and in addition to any other confidentiality obligations owed to the Disclosing Party under common law or statute.

9. GENERAL PROVISIONS

9.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ [typically inventor’s state or receiving party’s state], without regard to its conflicts of law principles.

9.2 Jurisdiction and Venue:

Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in New York, County, Kings. Each party consents to the personal jurisdiction and venue of such courts.

9.3 Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral.

9.4 Amendment:

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

9.5 Waiver:

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. No failure or delay in exercising any right shall constitute a waiver of that right.

9.6 Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.7 Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall have the same force and effect as original signatures.

9.8 Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when:

- (a) Delivered personally;
- (b) Sent by confirmed email;
- (c) Sent by overnight courier; or
- (d) Five (5) days after mailing by certified mail, return receipt requested.

Notices shall be sent to the addresses set forth above or to such other address as either party may designate in writing.

9.9 Assignment:

Neither party may assign this Agreement without the prior written consent of the other party, except that the Disclosing Party may assign this Agreement to any successor or acquirer of substantially all of its assets or business.

9.10 Export Control:

The Receiving Party agrees to comply with all applicable export control laws and regulations. The Receiving Party will not export, re-export, or transfer any Confidential Information without required governmental authorization.

10. ACKNOWLEDGMENTS

10.1 By the Receiving Party:

The Receiving Party acknowledges that:

- (a) It has read and understands this Agreement;
- (b) It has had the opportunity to consult with legal counsel;
- (c) The Confidential Information represents years of theoretical development and has significant scientific and commercial value;
- (d) Unauthorized disclosure could jeopardize patent rights, research priority, and commercialization opportunities;
- (e) The Receiving Party will exercise utmost care in protecting the Confidential Information.

10.2 By the Disclosing Party:

The Disclosing Party acknowledges that:

- (a) The Receiving Party is evaluating the Confidential Information without obligation to proceed with any collaboration;
- (b) The Receiving Party may independently develop similar technologies without violating this Agreement if developed without use of Confidential Information;
- (c) Academic freedom principles permit the Receiving Party to publish research results from any future collaboration, subject to separate research agreement terms.

SIGNATURE PAGE FOLLOWS

SIGNATURES

DISCLOSING PARTY:

Joshua Garfunkel

Principal Investigator & Patent Holder

Signature: _____

Date: _____

RECEIVING PARTY:

[University/Institution Name]

Authorized Signatory: _____

Name (Print): _____

Title: _____

Date: _____

WITNESS (Optional but Recommended):

Witness Signature: _____

Name (Print): _____

Date: _____

EXHIBIT A: AUTHORIZED REPRESENTATIVES

The Receiving Party designates the following Representatives as authorized to receive Confidential Information under this Agreement:

Name	Title	Department	Email	Role
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Additional Representatives may be added upon written notice to the Disclosing Party.

EXHIBIT B: CONFIDENTIAL INFORMATION TRACKING LOG

[To be completed as Confidential Information is disclosed]

Date	Description of Information Disclosed	Format	Recipient(s)
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USAGE NOTES FOR THIS NDA

For the Disclosing Party (Joshua Garfunkel):

1. **Customization Required:**

- Fill in State and County for governing law (Section 9.1-9.2)
- Fill in your complete address

- Consider having legal counsel review before execution

2. **When to Use:**
 - Before sharing complete patent documentation
 - Before detailed technical discussions with university partners
 - Before sharing proprietary algorithms, datasets, or implementation details
 - NOT required for the 2-page non-technical overview
3. **What to Disclose After Execution:**
 - Complete provisional patent applications
 - Detailed assessment battery specifications
 - Conceptual algorithm descriptions
 - Preliminary validation data
 - Budget details and funding strategies
4. **Record Keeping:**
 - Maintain signed original
 - Track all disclosures in Exhibit B
 - Update Exhibit A as additional university personnel need access
 - Keep copies of all materials shared

For the Receiving Party (University):

1. **Review Carefully:**
 - Have university legal counsel and tech transfer office review
 - Ensure compatibility with university policies
 - Verify authorized signatories
 - Confirm export control compliance if applicable
2. **Internal Distribution:**
 - Limit access to personnel listed in Exhibit A
 - Brief all Recipients on confidentiality obligations
 - Maintain secure storage for all materials received
 - Implement document tracking systems
3. **Compliance:**
 - Do not publish, present, or share Confidential Information externally
 - Do not file patent applications based on Confidential Information
 - Do not use Confidential Information for competitive purposes
 - Notify Disclosing Party immediately if breach occurs or is suspected
