



Established 2023

**THE YELLOW DOG**  
Simplifying Complexity.  
**Execution Architecture & Systems Doctrine.**  
Command Is The Way Forward

“Operating Under Yellow Dog Construction LLC”

## **The Yellow Dog — The Non-Disclosure Agreement (NDA)**

**Simplifying Complexity. Execution Architecture & Systems Doctrine.**

**Command Is The Way Forward.**

**Proprietary Command Architecture** — Not for Redistribution, For Pitch / Briefing Use Only

**Deliberately limited public-digital exposure for OPSEC compliance**

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### **The Non-Disclosure Agreement (NDA)**

This Non-Disclosure Agreement, the “Agreement,” is entered into as of **[Date]**, by and between:

**Yellow Dog Construction LLC**, operating through its market-facing identity **The Yellow Dog**, where applicable, located at **620 McNeill Ln, Fort Worth, Texas 76179**, referred to as the **Disclosing Party**,  
and

**[Recipient’s Name / Company]**, located at **[Recipient’s Address]**, referred to as the **Receiving Party**.

The Disclosing Party and Receiving Party may be referred to individually as a **Party** and collectively as the **Parties**.

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#### **1. Purpose**

The purpose of this Agreement is to protect confidential, proprietary, business, technical, operational, financial, strategic, doctrinal, and command architecture information disclosed by the Disclosing Party to the Receiving Party.

This Agreement may support discussions, briefings, proposals, demonstrations, evaluations, partnerships, subcontracting, development activity, CORE engagements, CORE Product discussions, CORE Governance work, CORE Transition support, or other business relationships between the Parties.

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#### **2. Definition of Confidential Information**

“Confidential Information” means any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, electronically, in writing, through demonstration, through briefing, through access to materials, or by any other means, that is designated as confidential, proprietary,



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controlled, restricted, or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

Confidential Information includes, but is not limited to:

- CORE — Command Operating Rhythm & Execution
- CORE Architecture materials
- CORE Governance materials
- CORE Transition materials
- CORE Product concepts
- 90/10 Doctrine materials
- command architecture systems
- Single Source of Information structures
- SSOI templates
- S-Shop models
- Battle Rhythm models
- Decision / Ownership / Execution models
- dashboard concepts
- standard command products
- AI-enabled workflow concepts
- natural-language Command Entry concepts
- AI parser concepts
- human approval workflows
- governance frameworks
- policy letters
- command culture standards
- briefing materials
- training materials
- templates
- diagrams
- process maps
- operating models
- business strategies
- client information
- pricing
- financial data
- technical data
- product roadmaps
- development plans
- proposal material
- partnership discussions
- market strategy



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- any other proprietary information related to the Disclosing Party’s operations, systems, doctrine, products, services, or business plans

Confidential Information also includes any notes, summaries, analyses, extracts, copies, derivatives, or materials created by the Receiving Party that contain, reflect, or are based on the Disclosing Party’s Confidential Information.

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### **3. Obligations of Receiving Party**

The Receiving Party agrees to:

- hold all Confidential Information in strict confidence
- use Confidential Information only for the purpose of evaluating, discussing, performing, or supporting the agreed business purpose
- restrict access to Confidential Information to employees, contractors, advisors, agents, or representatives who have a legitimate need to know
- ensure any permitted recipients are bound by confidentiality obligations at least as protective as this Agreement
- not copy, reproduce, publish, distribute, upload, disclose, transfer, modify, reverse engineer, commercialize, or create derivative works from Confidential Information without prior written consent
- not use Confidential Information to create competing products, services, systems, doctrine, templates, training programs, software tools, AI workflows, dashboards, governance products, or command architecture offerings
- protect 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
- promptly notify the Disclosing Party of any unauthorized access, disclosure, loss, misuse, or suspected compromise of Confidential Information

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### **4. No License or Ownership Transfer**

Nothing in this Agreement grants the Receiving Party any ownership rights, license rights, intellectual property rights, patent rights, copyright rights, trademark rights, trade secret rights, or other rights in the Disclosing Party’s Confidential Information except the limited right to review and use the information for the permitted purpose.

All CORE materials, 90/10 Doctrine materials, command architecture systems, templates, briefings, policy letters, governance products, AI workflow concepts, dashboards, product concepts, and related intellectual property remain the exclusive property of Yellow Dog Construction LLC and/or Joseph J. Rae II, as applicable.



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No rights are transferred by disclosure.

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## 5. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate through written records:

- is or becomes publicly available through no fault of the Receiving Party
- was lawfully known to the Receiving Party before disclosure by the Disclosing Party
- is lawfully received from a third party without restriction and without breach of any obligation
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information
- is approved for release in writing by the Disclosing Party

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## 6. Required Disclosure

If the Receiving Party is required by law, court order, subpoena, regulation, government demand, or other legal process to disclose Confidential Information, the Receiving Party shall, to the extent legally permitted, promptly notify the Disclosing Party before disclosure.

The Receiving Party shall cooperate with the Disclosing Party’s reasonable efforts to seek protective treatment, limit disclosure, or preserve confidentiality.

Only the portion of Confidential Information legally required to be disclosed may be disclosed.

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## 7. Return or Destruction of Materials

Upon written request by the Disclosing Party, or upon termination of discussions or engagement, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, custody, or control.

The Receiving Party shall also destroy or delete copies, extracts, summaries, notes, analyses, and derivative materials containing Confidential Information, except where retention is required by law, regulation, legal hold, professional obligation, or automated backup systems.

Upon request, the Receiving Party shall certify in writing that Confidential Information has been returned or destroyed.

Any retained information remains subject to this Agreement.



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## 8. Term and Survival

This Agreement begins on the effective date stated above and remains in effect for **five years** from the date of last disclosure.

Confidentiality obligations for trade secrets shall survive for as long as the information remains a trade secret under applicable law.

Confidentiality obligations related to proprietary doctrine, CORE materials, command architecture systems, templates, product concepts, governance frameworks, software concepts, AI workflows, and business-sensitive materials shall survive termination to the fullest extent permitted by law.

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## 9. Remedies

The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Disclosing Party.

The Disclosing Party may seek injunctive relief, specific performance, damages, attorney’s fees, costs, and any other remedies available at law or in equity.

The Disclosing Party may seek emergency relief without first exhausting other remedies where immediate protection of Confidential Information, intellectual property, trade secrets, or business interests is required.

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## 10. No Obligation to Proceed

Nothing in this Agreement requires either Party to enter into any transaction, contract, partnership, subcontract, employment relationship, investment, teaming agreement, licensing agreement, development agreement, or other business relationship.

Either Party may end discussions at any time unless otherwise bound by a separate written agreement.

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## 11. No Warranty

All Confidential Information is provided “as is” for evaluation or business discussion purposes.

The Disclosing Party makes no representation or warranty as to completeness, accuracy, future performance, commercial outcome, funding outcome, contract award, government approval, product development result, or business result unless expressly stated in a separate written agreement.



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## 12. Security and Controlled Information

The Receiving Party shall not upload, transmit, store, or process Confidential Information through public AI tools, unsecured systems, public repositories, unauthorized cloud services, or third-party platforms without prior written approval from the Disclosing Party.

The Receiving Party shall not provide Confidential Information to any person or system that lacks a legitimate business need, appropriate authorization, and reasonable safeguards.

If classified information, controlled unclassified information, export-controlled information, or restricted government information is involved, the Parties shall handle such information only in accordance with applicable law, contract requirements, and authorized procedures.

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## 13. Relationship of the Parties

Nothing in this Agreement creates a partnership, joint venture, agency relationship, fiduciary relationship, employment relationship, teaming agreement, subcontract, or obligation to contract.

Each Party remains independent.

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## 14. Assignment

The Receiving Party may not assign or transfer this Agreement or its obligations without the Disclosing Party's prior written consent.

Any attempted assignment without consent is void.

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## 15. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles.

Venue for any permitted court action shall be in **Tarrant County, Texas**, unless otherwise required by law or agreed in writing by the Parties.

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## 16. Entire Agreement



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This Agreement constitutes the entire understanding between the Parties regarding the protection of Confidential Information and supersedes all prior or contemporaneous discussions, communications, or agreements on that subject.

This Agreement may only be amended in writing signed by both Parties.

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## 17. Severability

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

The invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving the original intent as closely as possible.

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## 18. No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other rights.

Any waiver must be in writing and signed by the Party granting the waiver.

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## 19. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by this Non-Disclosure Agreement.

### Disclosing Party

**Yellow Dog Construction LLC / The Yellow Dog**

By: \_\_\_\_\_

Name: Joseph J. Rae II

Title: President / Founder

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

### Receiving Party

Company Name: \_\_\_\_\_



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By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**Joseph J. Rae II**

**President / Founder | The Yellow Dog**

**Phone:** 817-687-6420

**Web:** [YourCoreSystem.com](http://YourCoreSystem.com)

**Email:** [Joseph@YourCoreSystem.com](mailto:Joseph@YourCoreSystem.com)

**Email:** [YellowDog@YDConstructionLLC.com](mailto:YellowDog@YDConstructionLLC.com)

**TEXAS License #:** 805236881

**SAM UEI:** TLSHAPDMYMW1

**CAGE:** 9PVD6

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