



YELLOW DOG DEFENSE CONSULTING
Simplifying Complexity.
Execution Architecture & Systems Doctrine.
Command Is The Way Forward

“A Yellow Dog Construction LLC company”

Yellow Dog Defense Consulting — 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

The Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the “Agreement”) is entered into as of [Date], by and between **Yellow Dog Construction LLC / Yellow Dog Defense Consulting**, located at 620 McNeill Ln, Fort Worth, Texas 76179 (“**Disclosing Party**”), and [Recipient’s Name / Company], located at [Recipient’s Address] (“**Receiving Party**”).

1. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means any and all information disclosed by Disclosing Party to Receiving Party, whether orally, in writing, electronically, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. **This includes, but is not limited to:** the **90/10 Doctrine**, command architecture systems, policy letters, governance briefs, briefing materials, methodologies, processes, business strategies, client lists, financial data, technical data, and any other proprietary information related to Disclosing Party’s operations.

2. OBLIGATIONS OF RECEIVING PARTY

Receiving Party agrees to:

- Hold all Confidential Information in **strictest confidence**.
- Use Confidential Information **solely** for the purpose of evaluating or performing the agreed-upon engagement.
- Restrict access to Confidential Information to only those employees, contractors, or agents who have a legitimate need to know and who are bound by confidentiality obligations at least as protective as this Agreement.
- **Not** copy, reproduce, modify, or create derivative works without prior written consent.



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3. TERM & SURVIVAL

This Agreement shall remain in effect for **five (5) years** from the date of last disclosure. The obligations of confidentiality shall survive termination or expiration of this Agreement **indefinitely** with respect to any information that constitutes a trade secret under applicable law.

4. EXCLUSIONS

Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of Receiving Party;
- (b) was rightfully in Receiving Party’s possession prior to disclosure;
- (c) is rightfully obtained from a third party without restriction; or
- (d) is independently developed by Receiving Party without use of or reference to Disclosing Party’s Confidential Information.

5. NO LICENSE

Nothing in this Agreement grants Receiving Party any rights, by license or otherwise, to any Confidential Information, patents, copyrights, trade secrets, or other intellectual property of Disclosing Party.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon termination of this Agreement or at Disclosing Party’s request, Receiving Party shall promptly return or destroy all Confidential Information and certify in writing within **five (5) business days** that all materials have been returned or destroyed.

7. REMEDIES

Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information would cause irreparable harm to Disclosing Party. Therefore, Disclosing Party shall be entitled to seek **injunctive relief** in addition to any other remedies available at law or in equity, without the need to post a bond. Receiving Party shall reimburse Disclosing Party for all costs and reasonable attorney’s fees incurred in enforcing this Agreement.

8. MISCELLANEOUS

- This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.
- It may only be amended in writing signed by both parties.
- This Agreement shall be governed by the laws of the **State of Texas**. Venue for any action shall be exclusively in Tarrant County, Texas.



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9. SIGNATURES

Disclosing Party:

Yellow Dog Construction LLC / Yellow Dog Defense Consulting

By: _____

Name: **Joseph J. Rae II**

Title: **President & CEO**

Date: _____

Receiving Party:

By: _____

Name: _____

Title: _____

Date: _____

Company: _____

817-687-6420

Web: YellowDogDefenseConsulting.com

Email: YellowDog@YDConstructionLLC.com

TEXAS License #: 805236881

SAM UEI: TLSHAPDMYMW1

CAGE: 9PVD6

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Established 2023

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