



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of **[January 7, 2025]**, by and between:

CSSM LLC, a Florida limited liability company, and **Dan Mathis Jr., CPP**, its representative (collectively, “CSSM”), with principal business address of **8207 Carriage Point Dr Gibsonton FL 33534**

Paul Sarnese Owner and Founder - Secure and Prepared Consulting | CSSM LLC / DM and PS may each be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The Parties desire to explore a potential business relationship involving collaborative security-screening training, certification, and technology solutions, including the development and commercialization of custom educational modules and related intellectual property (“Purpose”). In connection with this Purpose, each Party may disclose certain proprietary or confidential information to the other.

2. Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” means all non-public, proprietary, or confidential information, whether written, oral, visual, electronic, or otherwise, that is disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), including but not limited to business plans, training materials, course outlines, financial data, marketing strategies, client lists, product designs, prototypes, and concepts; software, code, AI algorithms, video content, or digital learning materials; intellectual property related to CSSM-USA’s SSc9:3™, TouchSearch™, FF5S Friends for 5 Seconds™, The Academy of Secondary Security Screening™, or other security-screening methods and trademarks; and intellectual property related to security screening systems, AI, and analytics technology.

Confidential Information does not include information that (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully in the Receiving Party’s possession prior to disclosure; (c) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; or (d) is rightfully obtained from a third party without restriction.

3. Obligations of Confidentiality

Each Party agrees to use the Confidential Information solely for the Purpose; restrict disclosure of Confidential Information to only those employees, agents, or contractors with a legitimate need to know and bound by obligations of confidentiality no less protective than this Agreement; and protect the Confidential Information using at least the same degree of care it uses for its own confidential materials, but not less than reasonable care.

4. Intellectual Property Rights

- a. Each Party retains all rights, title, and interest in its pre-existing intellectual property, trademarks, trade names, copyrights, training methodologies, and any derivative works thereof. Nothing in this Agreement transfers ownership or grants any license except as expressly stated.
- b. If any materials, methods, or products are jointly developed as a result of this collaboration ("Joint Works"), the Parties shall negotiate in good faith a separate written agreement specifying ownership percentages, licensing rights, and commercial use. Absent such written agreement, no joint ownership shall be presumed.
- c. No Party shall modify, replicate, or commercialize any portion of the other Party's IP—including but not limited to training curricula, software, design schematics, or proprietary screening techniques—without prior written authorization.

5. Term and Termination

This Agreement shall remain in effect for three (3) years from the Effective Date, unless terminated earlier by mutual written consent. Obligations regarding Confidential Information shall survive for five (5) years after termination.

6. Return or Destruction of Materials

Upon request or termination, each Party shall promptly return or destroy all confidential information received from the other, including any copies, notes, or summaries thereof, and certify in writing that such destruction or return has occurred.

7. Equitable Relief

Each Party acknowledges that unauthorized disclosure or use of Confidential Information or IP may cause irreparable harm not compensable by monetary damages. The non-breaching Party shall be entitled to seek injunctive relief in addition to other remedies available at law or equity.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions or agreements, whether oral or written. Any amendment must be in writing and signed by both Parties.

10. Counterparts and Digital Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic or digital signatures (including PDF or DocuSign) shall be deemed valid and binding as originals.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the date first above written.

CSSM LLC / Dan Mathis Jr., CPP

Name: Dan Mathis Jr., CPP

Dan Mthis Jr

Title: Founder & Chief of Training and Development

Dan Mthis Jr

Signature: _____

2026-01-07

Date: _____

Russ Simons / Venue Solutions Group

Name: Paul Sarnese

Paul Sarnese

Title: Owner/Founder

Paul Sarnese

Signature: _____

2026-01-07

Date: _____

Audit trail

Details

FILE NAME Paul Sarnese NDA - 1/7/26, 2:25 PM

STATUS ● Signed

STATUS TIMESTAMP 2026/01/07
20:26:41 UTC

Activity



SENT

admin@cssm-usa.com **sent** a signature request to:

- Paul Sarnese (paul@securedandprepared.com)
- Dan Mthis Jr (danm@cssm-usa.com)

2026/01/07
19:27:32 UTC



SIGNED

Signed by Paul Sarnese (paul@securedandprepared.com)

2026/01/07
19:50:08 UTC



SIGNED

Signed by Dan Mthis Jr (danm@cssm-usa.com)

2026/01/07
20:26:41 UTC



COMPLETED

This document has been signed by all signers and is **complete**

2026/01/07
20:26:41 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.