

**by Artigellence**

MUTUAL NON-DISCLOSURE AGREEMENT · SAMPLE

■ SAMPLE – DEMONSTRATION ONLY · NOT FOR EXECUTION · NOT BINDING · SEE FOOTNOTE

MUTUAL NON-DISCLOSURE AGREEMENT

Between AAA by Artigellence and Prospective Client

1. PARTIES

This Mutual Non-Disclosure Agreement ("Agreement") is entered into between:

(a) **AAA by Artigellence**, operating as Artigellence Augmentation Aggregator (ABN 83 988 690 362), of Sydney NSW Australia ("AAA"); and

(b) **[CLIENT NAME]**, of **[CLIENT ADDRESS]** ("Client"),

each a "Party" and together the "Parties".

2. PURPOSE

The Parties wish to explore a potential business engagement involving AAA's AI automation and agent-delivery services ("Purpose"). For this purpose each Party may disclose Confidential Information to the other.

3. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by either Party, including (without limitation) operational data, customer lists, financial figures, system credentials, internal workflows, AAA's proprietary architecture, prompts, agent configurations, and pricing structures.

4. OBLIGATIONS

Each Party agrees to: (a) keep the other's Confidential Information strictly confidential; (b) use it solely for the Purpose; (c) not disclose it to any third party without prior written consent; (d) protect it with the same care it uses for its own confidential information, no less than reasonable care.

5. EXCLUSIONS

This Agreement does not apply to information that is (or becomes) publicly known through no fault of the receiving Party, was lawfully known prior to disclosure, or is required to be disclosed by Australian law or court order (with prompt notice to the disclosing Party where lawful).

6. TERM

This Agreement is effective from the date last signed below and continues for two (2) years. The confidentiality obligations survive termination indefinitely for Confidential Information that is identified as a trade secret.

7. GOVERNING LAW

This Agreement is governed by the laws of New South Wales, Australia. The Parties submit to the exclusive jurisdiction of the courts of NSW.

FOR AAA BY ARTIGELLENCE

Raj Singh · Founder

Signature

Date: _____

FOR CLIENT

Name & Title

Signature

Date: _____

■ **Important — Sample Document.** This is a representative sample of the Mutual NDA and Engagement Terms used in AAA engagements, provided for prospect demonstration purposes only. The executed version is generated specifically for each client during Phase 0 and may include additional clauses (data residency, regulated-industry carve-outs, employee-coverage extensions). **This sample is current at July 2026 and is subject to legal review and refinement.** Legal & compliance enquiries: raj@artigellence.com.

**by Artigellence**

ENGAGEMENT TERMS · SAMPLE · READ WITH THE MUTUAL NDA (PAGE 1)

■ SAMPLE – DEMONSTRATION ONLY · NOT FOR EXECUTION · NOT BINDING · SEE PAGE 1 FOOTNOTE

ENGAGEMENT TERMS

Staged engagement · tailored per client during Phase 0 · read together with the Mutual NDA (page 1)

1. ENGAGEMENT, SCOPE & FEE

AAA will design, build, and operate **[the agreed automation & agent scope — e.g. AI agents, lead systems, content engine, and supporting infrastructure]** as agreed between the Parties in writing. The total engagement fee is **A\$[TOTAL] (incl. GST)**, staged as scheduled below. **Phase 0 is payable on acceptance, fully refundable to day 30. Every build stage after it is invoiced on delivery — once live in the Client's own systems — on 7-day terms; retainers bill monthly in advance.**

STAGE	DUE	AMOUNT (AUD)
Phase 0 — Diagnostic pilot · <i>fully refundable</i>	On acceptance · refundable to day 30	A\$4,500
Stage 1 — [agent build / scope item]	On delivery · 7-day terms	A\$[X]
Stage 2 — [agent build / scope item]	On delivery · 7-day terms	A\$[X]
Ongoing — retainer, if agreed · [Full / Lite]	Monthly in advance	A\$[X] /mo
Total engagement fee	[TERM]	A\$[TOTAL]

■ PAYMENT, RISK & TRANSPARENCY – THE HONEST STRUCTURE

Payment follows agreed scope — never results. Each stage is scoped and agreed in writing before it starts. **Phase 0 is fully refundable to day 30;** every build stage after it is **invoiced on delivery** — if an agreed agent isn't delivered, it isn't invoiced. Retainers bill monthly in advance, 3-month break clause. **No fee at any stage is contingent on a KPI, a result, or an uplift figure, in either direction.**

Transparency is total. All analytics and tracking generated during the engagement (dashboards, logs, attribution and performance records) are shared openly with the Client throughout — both Parties read the same numbers, measured against the Client's agreed **Baseline Sheet**. Measurement keeps both Parties honest; it is not a payment lever. AI run-costs pass through at cost, not marked up.

2. SCOPE OF WORK

The engagement covers, as the working baseline: **(a) [deliverable — e.g. activation website / landing pages]; (b) [deliverable — e.g. 24/7 lead-capture chatbot on site + WhatsApp]; (c) [deliverable — e.g. follow-up engine on existing contact list]; (d) [deliverable — e.g. weekly growth content support]; (e) an attribution dashboard and tracking**, shared openly with the Client; and **(f) the weekly report (clause 3).** The detailed scope is agreed at kickoff against the Client's Baseline Sheet, and reviewed at each scheduled review — **no change to scope or fees applies without both Parties' written agreement.**

3. REPORTING

AAA provides a **written update once a week as a PDF report**, covering work shipped, live metrics against the Baseline Sheet, and next steps. A meeting (call or in person) is held whenever needed on request of either Party.

4. SCHEDULED REVIEW

The Parties review progress **every 2–4 weeks** against the Baseline Sheet. Either Party may propose changes to scope or budget at review; any change is agreed in writing (WhatsApp or email is sufficient) before it takes effect. **No increase ever applies automatically.**

5. GENERAL

Each Party remains responsible for its own regulatory and licensing obligations. Amounts are in Australian dollars and include GST unless stated otherwise. Client owns all deliverables on payment for the relevant stage — no lock-in. These terms, together with the Mutual NDA above, form the whole agreement and are governed by the laws of New South Wales, Australia.

FOR AAA BY ARTIGELLENCE

Raj Singh · Founder

Signature

Date: _____

ABN 83 988 690 362 · SYDNEY, AUSTRALIA

FOR CLIENT

Name & Title

Signature

Date: _____

AAA.ARTIGELLENCE.COM · RAJ@ARTIGELLENCE.COM