# ANKLE STUDIO -- TEAM NON-DISCLOSURE & PROPRIETARY INFORMATION AGREEMENT

Version: ANKLE-TEAM-NDA-v1.0 | Effective Date: 2026-11-02 | Surface: https://ankle.studio/team/nda/
Disclosing Party: Alex Headlam (@aleqth) | ANKLE / Aleqth (ankle.studio, ankle.website, ankle.gallery, ankle.md, aleqt
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## SECTION 01. PARTIES, PURPOSE & SCOPE

This Non-Disclosure, Confidentiality, and Proprietary Information Agreement ("Agreement") is entered into by and between Alex Headlam (@aleqth), founder and operator of ANKLE and the Aleqth operating system across ankle.studio, ankle.website, ankle.gallery, ankle.md, and aleqth.com ("Company" or "Disclosing Party"), and the undersigned authenticated team member or collaborator ("Recipient"). Recipient is granted a scoped seat on ankle.studio solely to collaborate on design, engineering, auditing, architecture, and operations for ANKLE.

## SECTION 02. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public technical, creative, operational, financial, and strategic information disclosed or made accessible to Recipient through ankle.studio, ankle.website, aleqth.com, ANKLE.app, the Baton Pad, CLI/MCP tools, repositories, or team channels, including without limitation: (a) source code, backend routers, database schemas (portfolio.db, joint_satellite.db), APIs, and unreleased software; (b) proprietary protocols and specifications, including the DADA L0-L3 semantic stack, SURF Archive indexing and curation pipelines, JOINT Protocol and Scoped Surface Keys, Baton multi-agent relay architecture, Doctor Protocol verification harnesses, Cartridge (.ankl) runtimes, and unpublished IP specifications; (c) internal audits, inventories, and design systems, including the ANKLE Team Audit, the 256-record Control Reference (R001-R256 / C001-C130), and shared component contracts (C01-C32); (d) cryptographic keys, OAuth tokens, ANKLE_AGENT_KEY grants, satellite launch URLs, server topology, and security gates; and (e) product roadmaps, $ANKL reserve/economic mechanics, ANKLE COPY architecture, partner studios, artist editions, and internal team correspondence (#main, #audit, #boards, and Baton Pad).

## SECTION 03. CONFIDENTIALITY, NON-DISCLOSURE & PORTFOLIO ATTRIBUTION

Recipient agrees to: (a) hold all Confidential Information in strict confidence using at least the same degree of care used to protect Recipient’s own highly confidential material, and never less than reasonable care; (b) use Confidential Information solely to perform authorized tasks for the ANKLE team; and (c) never disclose, publish, reproduce, screenshot for external distribution, or transmit any Confidential Information to any third party without the prior express written approval of Alex Headlam (@aleqth). Portfolio & Role Attribution (10-Day Review): Notwithstanding clause (c), Recipient may publicly describe Recipient’s role on the ANKLE team and display Recipient’s own work in a personal portfolio once cleaned of all Confidential Information, private credentials, internal URLs, and non-public correspondence, subject to submitting the proposed materials to Alex Headlam (@aleqth) for review with a response within ten (10) calendar days prior to publication.

## SECTION 04. CREDENTIAL HYGIENE, AGENT KEYS & SECURITY RULES

Recipient acknowledges that access to ankle.studio and ANKLE MCP/CLI tools is bound to personal, revocable server-side seat credentials. Recipient agrees never to share seat logins, OAuth tokens, ANKLE_AGENT_KEY secrets, or scoped JOINT satellite links with any third party, and never to paste private keys, tokens, or unreleased source files into public repositories, unapproved third-party services, or public chat rooms. If any credential is suspected of exposure, Recipient must notify Alex Headlam immediately and revoke the key at ankle.studio/developers.

## SECTION 05. STANDARD EXCLUSIONS

Confidential Information does not include information that Recipient can prove by written record: (a) was or becomes publicly available through no breach of this Agreement by Recipient; (b) was rightfully known to Recipient without restriction prior to disclosure by Company; (c) was independently developed by Recipient without use of or reference to any Confidential Information; or (d) is required to be disclosed pursuant to a valid court order or legal process, provided Recipient gives prompt prior written notice to Company so Company may seek a protective order.

## SECTION 06. INTELLECTUAL PROPERTY, PRIOR WORK CARVE-OUT & TEAM WORK PRODUCT OWNERSHIP

All Confidential Information remains the sole and exclusive property of Company. Furthermore, all code, patches, UI components, design specifications, component references, audit registers, cartridges, prompts, documentation, and inventions conceived, authored, or contributed by Recipient specifically for the ANKLE team or utilizing ANKLE confidential workspaces, archives, or agent harnesses ("Team Work Product") are work made for hire for Company to the fullest extent permitted by law, and Recipient hereby irrevocably assigns all right, title, and interest in and to such Team Work Product to Company (Alex Headlam / ANKLE), unless otherwise governed by a separate written agreement signed by Alex Headlam. Prior Work Carve-Out & License to ANKLE: Recipient’s pre-existing or independently developed agents, skills, methods, tools, and code authored by Recipient prior to or outside the scope of this Agreement without use of Company’s Confidential Information ("Prior Work") remain the sole property of Recipient; to the extent Recipient incorporates or includes any Prior Work in ANKLE or any Team Work Product, Recipient hereby grants Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute such Prior Work in connection with ANKLE.

## SECTION 07. PRODUCTION GATE, RETURN OF MATERIALS & SEAT REVOCATION

Recipient acknowledges that all production writes, deployments, financial operations, and public releases require explicit approval from Alex Headlam. Upon request by Company or upon termination of Recipient’s team seat for any reason, Recipient shall immediately cease all use of Confidential Information, delete or return all local copies of non-public code, PDFs, and credentials, and acknowledges that seat revocation on ankle.studio immediately terminates all associated JOINT satellite keys and API access.

## SECTION 08. TERM & SURVIVAL

This Agreement is effective upon Recipient’s electronic execution (and applies retroactively to the start of Recipient’s access to any ANKLE confidential material or workspace). Recipient’s obligations under this Agreement remain in full force throughout Recipient’s participation on the ANKLE team and survive for five (5) years following termination of participation, except with respect to trade secrets, cryptographic architecture, and IP ownership, which survive indefinitely.

## SECTION 09. REMEDIES & GOVERNING LAW

Recipient acknowledges that any breach of this Agreement would cause irreparable harm to Company for which monetary damages alone would be inadequate, and that Company shall be entitled to seek immediate injunctive and equitable relief in addition to all other remedies available at law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Maryland, without regard to conflict-of-law principles.

## SECTION 10. ELECTRONIC EXECUTION & CRYPTOGRAPHIC RECEIPT (ESIGN / UETA)

By typing Recipient’s full legal name, providing an electronic signature (typed and/or drawn), checking the acceptance box, and submitting this Agreement while authenticated under Recipient’s ANKLE account on ankle.studio, Recipient executes this Agreement with the same

legal force and effect as a handwritten signature under the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN) and Uniform Electronic Transactions Act (UETA). The server records the canonical document SHA-256 digest, authenticated user ID, team seat ID, timestamp, and cryptographic submission receipt hash in portfolio.db.

## EXECUTION & CRYPTOGRAPHIC VERIFICATION BLOCK

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**STATUS: BLANK TEMPLATE -- SIGN ELECTRONICALLY AT HTTPS://ANKLE.STUDIO/TEAM/NDA/**

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Disclosing Party:    Alex Headlam (@aleqth) -- Founder, ANKLE / Aleqth
Recipient Legal Name: _____________________________________________________
ANKLE Handle / Seat:  _____________________________________________________
Role / Title:         _____________________________________________________
Recipient Signature:  _____________________________   Date: _____________
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