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Company: Nakatomi Consulting Limited

Registered in England and Wales. Company No. 15996610

1. Parties and Agreement Date

This Mutual Non-Disclosure Agreement (the "Agreement") is between Nakatomi Consulting Limited, a company registered in England and Wales under company number 15996610 ("Nakatomi"), and the person or legal entity identified as the Counterparty in the signature block at the end of this Agreement (the "Counterparty").

Nakatomi and the Counterparty are each a "Party" and together the "Parties". A Party disclosing Confidential Information is the "Disclosing Party" and a Party receiving it is the "Receiving Party".

The "Agreement Date" is the date on which the last Party signs this Agreement. In consideration of the Parties entering into or continuing discussions concerning the Purpose, and of the mutual obligations contained in this Agreement, this Agreement applies to Confidential Information disclosed in connection with the Purpose whether before, on or after the Agreement Date.

For the purposes of this Agreement, a "Business Day" is a day other than Saturday, Sunday or a public holiday in England.

2. Purpose

The "Purpose" is the evaluation, discussion, establishment, management, or performance of an actual or prospective business, consultancy, technology, or commercial relationship between the Parties, including scoping, due diligence, proposals, solution design, project delivery, support, procurement, and related discussions.

The Receiving Party may use Confidential Information only for the Purpose and must not use it for any unrelated or personal purpose or otherwise use it to compete with the Disclosing Party through misuse of the Confidential Information.

3. Confidential Information

"Confidential Information" means any non-public information disclosed or made available by or on behalf of the Disclosing Party, whether orally, visually, electronically, in writing, through access to systems or premises, or in any other form, which is marked or identified as confidential or which a reasonable person would understand to be confidential given its nature or the circumstances of disclosure.

Confidential Information includes, where applicable:

- business plans, strategy, finances, pricing, margins, proposals, contractual terms, forecasts, clients, prospects, suppliers, personnel, and internal processes;
- technical architecture, designs, source code, scripts, configurations, credentials, keys, access methods, logs, monitoring data, system information, network information, cloud environments, vulnerabilities, security controls, incident information, and operational documentation;
- data sets, records, intellectual property, know-how, trade secrets, research, methods, designs, specifications, and information belonging to a third party which the Disclosing Party is required to protect;
- unless already lawfully public, the existence and terms of this Agreement and the existence, status, substance, and progress of discussions or negotiations concerning the Purpose; and

- notes, analyses, extracts, copies, summaries, or other materials derived from any of the above.

Confidential Information does not need to be commercially valuable, unique, or expressly labelled "confidential" to be protected by this Agreement.

4. Information Not Covered

Confidential Information does not include information which the Receiving Party can reasonably demonstrate:

- was lawfully known to it without a duty of confidence before disclosure by the Disclosing Party;
- is or becomes publicly available other than through breach of this Agreement or another duty of confidence;
- is lawfully received from a third party who is not under a duty of confidence in relation to that information;
- is independently developed without use of or reference to the Disclosing Party's Confidential Information; or
- has been approved for unrestricted release by the Disclosing Party in writing.

5. Confidentiality Obligations

The Receiving Party will:

- keep the Confidential Information confidential and protect it using at least reasonable care and no less care than it uses to protect its own confidential information of a similar nature;
- use the Confidential Information solely for the Purpose;
- limit access to people who reasonably need it for the Purpose and who are permitted to receive it under this Agreement;
- not disclose, publish, distribute, sell, license, exploit, or otherwise make the Confidential Information available to any other person except as expressly permitted by this Agreement;
- make only the copies reasonably necessary for the Purpose and preserve any confidentiality or proprietary notices on those copies; and
- not use the Confidential Information, directly or indirectly, for any purpose other than the Purpose, including for the purpose of obtaining a commercial advantage through unauthorised use of that Confidential Information.

6. Permitted Disclosure to Representatives

The Receiving Party may disclose Confidential Information to its directors, officers, employees, contractors, subcontractors, professional advisers, auditors, insurers, finance providers, and members of its corporate group (together, "Representatives") only where they reasonably need the information for the Purpose.

The Receiving Party will ensure that any Representative receiving Confidential Information is bound by confidentiality obligations no less protective than those in this Agreement, or is subject to an equivalent professional or legal duty of confidence. The Receiving Party is responsible for any act or omission of a Representative to whom it discloses Confidential Information which, if committed by the Receiving Party, would constitute a breach of this Agreement.

7. Required and Protected Disclosures

The Receiving Party may disclose Confidential Information to the extent required by law, a court of competent jurisdiction, a regulator, a governmental authority, or another body with lawful authority to require disclosure.

Where legally permitted and reasonably practicable, the Receiving Party will give the Disclosing Party prompt written notice before making a required disclosure and will reasonably assist the Disclosing Party, at the Disclosing Party's cost, in seeking confidential treatment or limiting the disclosure.

Nothing in this Agreement prevents or restricts any person from obtaining legal advice, making a protected disclosure where the law provides that right, reporting suspected criminal conduct, reporting a matter to a regulator or law-enforcement authority, or cooperating with any lawful investigation. No notice to the other Party is required where giving notice would itself be unlawful.

Nothing in this Agreement restricts any disclosure that applicable law does not permit the Parties to prohibit or restrict by contract.

8. Security and Confidentiality Incidents

Each Party will maintain reasonable technical and organisational measures appropriate to the sensitivity of the Confidential Information it receives. This includes taking particular care with credentials, authentication material, privileged access, security information, personal data, and information which could materially affect the confidentiality, integrity, or availability of systems or services.

The Receiving Party will notify the Disclosing Party without undue delay after becoming aware of any material unauthorised access to, use of, loss of, or disclosure of the Disclosing Party's Confidential Information. Where an incident involves credentials, authentication material, cryptographic keys, privileged access, security secrets, or other information capable of enabling unauthorised access to systems or services, notification is required regardless of whether the Receiving Party considers the incident material.

The Receiving Party will provide, so far as reasonably available, information concerning the nature and likely consequences of the incident and the measures being taken in response, and will provide reasonable cooperation to contain, investigate, and mitigate it. A notification under this clause does not by itself amount to an admission of liability.

9. Return or Destruction

On written request by the Disclosing Party, the Receiving Party will within 10 Business Days return or securely destroy the Confidential Information and any copies under its control, so far as reasonably practicable. The Receiving Party will also return or securely destroy such information when it no longer reasonably needs it for the Purpose.

The Receiving Party may retain Confidential Information only to the extent required by applicable law, regulation, a binding professional or insurance obligation, or a bona fide document-retention policy applied consistently in the ordinary course of business. It may also retain copies contained in routine backups or archives which cannot reasonably be selectively deleted. Any retained Confidential Information must not be actively used for any purpose other than complying with the relevant retention requirement and remains subject to this Agreement for as long as it is retained.

On reasonable request, the Receiving Party will confirm in writing that it has complied with this clause, subject to the permitted retention above.

10. Ownership and No Licence

All Confidential Information remains the property of the Disclosing Party or its relevant licensor. Disclosure does not transfer ownership of any intellectual property right or grant any licence, right, title, or interest except the limited right to use the Confidential Information for the Purpose.

Nothing in this Agreement changes ownership of deliverables, software, documentation, inventions, know-how, or other intellectual property created under a separate engagement. Those matters are governed by the applicable written engagement terms.

11. Publicity, Names and Trade Marks

Neither Party may use the other Party's name, trading name, trade marks, logo, branding, or the existence or substance of the relationship in advertising, publicity, press releases, case studies, client lists, or marketing without prior written consent, except where disclosure is required by law or is already lawfully public.

12. Personal Data

Each Party will comply with applicable UK data protection law when processing personal data in connection with the Purpose.

This Agreement does not by itself appoint either Party as a processor on behalf of the other and is not intended to replace any data processing terms required by law. Where one Party will process personal data solely on the documented instructions of the other, the Parties will put appropriate data processing terms in place where required.

13. No Obligation to Proceed and No Warranty

Nothing in this Agreement requires either Party to disclose any particular information, enter into any transaction, place or accept any order, appoint the other Party, or continue negotiations or an engagement.

Unless expressly agreed in a separate written contract, Confidential Information is provided for the Purpose without any representation or warranty as to its accuracy, completeness, fitness for purpose, or future availability. Each Party remains responsible for its own evaluation and decisions.

Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

14. Duration and Survival

This Agreement starts on the Agreement Date and continues until either Party ends it by written notice. Ending this Agreement does not affect rights or obligations which arose before termination.

The obligations in this Agreement apply while this Agreement remains in force. The confidentiality and use restrictions continue for five years after termination in respect of Confidential Information disclosed before termination.

Notwithstanding the above, obligations relating to trade secrets continue for so long as the relevant information remains a trade secret. Obligations relating to credentials, authentication material, cryptographic keys, privileged access, or other security secrets continue for so long as the relevant information remains valid and confidential. Where information is subject to a longer legal or third-party confidentiality obligation, the relevant obligations continue for so long as that longer obligation applies.

15. Remedies

Each Party acknowledges that unauthorised use or disclosure of Confidential Information may cause harm for which damages alone may not be an adequate remedy. Subject to the court's discretion and applicable law, the Disclosing Party may seek injunctive relief, specific performance, or other equitable relief in addition to any other remedy available to it.

Nothing in this Agreement creates an indemnity or limits any liability which cannot lawfully be limited or excluded.

16. Notices

Any notice under this Agreement must be in writing and may be sent by email to the notice email stated for the receiving Party in the signature block, or to any replacement address notified in writing for that purpose.

An email notice is deemed received when sent, provided the sender does not receive an automated delivery-failure notification. A notice sent outside 09:00 to 17:00 UK time on a Business Day is deemed received at 09:00 on the next Business Day.

This clause does not govern service of court proceedings or other documents where mandatory procedural rules apply.

17. General

This Agreement records the entire agreement between the Parties in relation to confidentiality for the Purpose and supersedes earlier confidentiality understandings relating to the same Purpose, without affecting accrued rights or the protection given to Confidential Information disclosed before the Agreement Date.

If the Parties later enter into a written agreement containing confidentiality provisions and that agreement expressly states that those provisions supersede or vary this Agreement, the later agreement will apply to the extent stated. Otherwise, this Agreement continues to apply.

Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary relationship, or authority for either Party to bind the other.

Any variation to this Agreement must be agreed in writing by authorised representatives of both Parties.

Neither Party may assign or transfer this Agreement without the other Party's written consent, except to a successor in connection with a bona fide merger, reorganisation, or sale of substantially all of the relevant business or assets, provided the successor agrees to be bound by this Agreement.

A failure or delay in exercising a right is not a waiver of that right. If any provision is held to be invalid or unenforceable, it will be treated as modified to the minimum extent necessary and the remaining provisions will continue in force.

A person who is not a Party to this Agreement has no right to enforce any term of it under the Contracts (Rights of Third Parties) Act 1999.

18. Governing Law and Jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

19. Execution

This Agreement may be signed in counterparts. Each counterpart is treated as an original and together they form one agreement. Electronic signatures and electronically exchanged copies of signed counterparts may be used to execute this Agreement.

For Nakatomi Consulting Limited

Name: Robert Cockerill

Title: Director

Notice email: _____

Signature: _____

Date: _____

For the Counterparty

Legal name / individual name:

_____

Company no. (if applicable): _____

Signatory name (if applicable):

_____

Title (if applicable): _____

Notice email: _____

Signature: _____

Date: _____