

NDA – Business Plans, Financial Data, Marketing Strategies

NON-DISCLOSURE AGREEMENT

(Business Plans, Financial & Strategic Information)

This Non-Disclosure Agreement (“Agreement”) is entered into as of the Effective Date of file transmission via the InProof platform (“Effective Date”), by and between:

Disclosing Party: The uploader/sender of confidential materials via InProof

Receiving Party: The designated recipient accessing such materials

Collectively referred to as the “Parties.”

1. PURPOSE

The Receiving Party may receive proprietary business information for evaluation, investment consideration, partnership discussion, advisory review, or commercial analysis (the “Purpose”).

2. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” includes, without limitation:

- **Business plans**
- **Investor decks**
- **Financial statements**
- **Forecasts and projections**
- **Capital structure information**
- **Pricing strategies**
- **Market research**
- **Customer lists**
- **Supplier lists**
- **Strategic roadmaps**
- **Marketing strategies**
- **Trade secrets as defined under:**

- **UK Trade Secrets (Enforcement, etc.) Regulations 2018**
- **Directive (EU) 2016/943 on Trade Secrets**

Information is confidential whether marked or unmarked, disclosed digitally, verbally, visually, or in writing.

3. LEGAL BASIS

This Agreement is governed by and enforceable under:

- **Copyright, Designs and Patents Act 1988**
 - **UK Trade Secrets (Enforcement, etc.) Regulations 2018**
 - **Directive (EU) 2016/943**
 - **Berne Convention for the Protection of Literary and Artistic Works**
 - **Common law of breach of confidence (UK & EU)**
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4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall:

1. **Maintain strict confidentiality.**
 2. **Not copy, reproduce, reverse engineer or distribute.**
 3. **Not use information beyond the Purpose.**
 4. **Apply reasonable security measures.**
 5. **Not disclose to third parties without written consent.**
 6. **Notify Disclosing Party of any breach immediately.**
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5. INTELLECTUAL PROPERTY

All IP remains sole property of Disclosing Party.

No license, assignment, or transfer is granted by disclosure.

Protection includes:

- **Copyright**
- **Database rights (UK & EU)**

- Trade secret protection
 - Unfair competition protection
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6. EXCLUSIONS

Obligations do not apply if information:

- Is publicly available (not due to breach)
 - Was lawfully known prior
 - Is independently developed
 - Is required by law to disclose (with notice)
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7. TERM

Confidentiality obligations survive for 10 years, and indefinitely for trade secrets.

8. REMEDIES

The Disclosing Party may seek:

- Injunction
 - Equitable relief
 - Damages
 - Account of profits
 - Recovery of legal fees
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9. GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales, without prejudice to mandatory EU protections where applicable.
