

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of [DATE] (“Effective Date”) between:

Clevry Ltd, incorporated in the UK with its registered office at Century House,
15-19 Dyke Road, Brighton, BN1 3FE, (“Clevry”)

and

[PARTNER NAME], incorporated in [COUNTRY] with its registered office at [ADDRESS]
 (“Partner”).

Clevry and Partner are each a “Party” and together the “Parties”.

1. Purpose

The Parties wish to explore and discuss a potential business relationship, including potential partnership, referral, reseller, integration, client delivery, consulting or other commercial opportunities (“Purpose”).

In connection with the Purpose, either Party may disclose Confidential Information to the other Party.

2. Definition of Confidential Information

“Confidential Information” means any non-public information disclosed by one Party (“Discloser”) to the other Party (“Recipient”) in oral, written, visual, electronic or other form, including but not limited to:

- business plans and commercial information;
- pricing and financial information;
- customer and prospect information;
- product roadmaps and technical information;
- software, APIs and integrations;
- psychometric methodologies, assessment content, scoring models and reporting logic;
- research, analytics and AI-related workflows;
- trade secrets and know-how.

Confidential Information does not include information that the Recipient can demonstrate:

- a) is or becomes publicly available through no breach of this Agreement;
 - b) was already lawfully known to the Recipient before disclosure;
 - c) is lawfully received from a third party without restriction; or
 - d) is independently developed without use of the Discloser's Confidential Information.
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3. Confidentiality Obligations

The Recipient shall:

- a) use Confidential Information solely for the Purpose;
 - b) protect Confidential Information using at least reasonable care and no less than the care used to protect its own confidential information;
 - c) only disclose Confidential Information to directors, officers, employees, contractors, consultants, advisers, accountants, lawyers, auditors and Affiliates who:
 - have a strict need to know for the Purpose; and
 - are bound by confidentiality obligations no less protective than this Agreement;
 - d) remain responsible for any breach of this Agreement by persons to whom it discloses Confidential Information.
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4. Restrictions

Except as expressly permitted in writing, the Recipient shall not:

- a) copy, reverse engineer, decompile or attempt to derive the composition, structure or underlying ideas of any software, assessment methodology, product workflow or technical solution disclosed by the Discloser;
 - b) use the Confidential Information to use the Confidential Information to develop, offer, market or commercialise products or services that are substantially based on, derived from, or incorporate the Discloser's Confidential Information.;
 - c) reproduce or commercialise the Discloser's psychometric methodologies, assessment content, scoring models or reporting frameworks.
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5. Compelled Disclosure

The Recipient may disclose Confidential Information if required by law, regulation or court order, provided that where legally permitted it gives the Discloser prompt notice and reasonable cooperation to seek protective treatment.

6. No Warranty as to Accuracy

Each Party acknowledges that Confidential Information may include preliminary, incomplete or forward-looking information. The Discloser makes no representation or warranty, express or implied, as to the accuracy, completeness or reliability of any Confidential Information disclosed under this Agreement. The Recipient relies on such information at its own risk, except to the extent otherwise expressly agreed in writing.

7. No Restriction on Independent Sales and Marketing Activities

Nothing in this Agreement restricts either Party from independently identifying, contacting, marketing to, selling to, contracting with, servicing, or otherwise engaging with any customer, prospect, lead, market participant or other third party, including any customer or prospect discussed in connection with the Purpose, provided that such Party does not use or disclose the other Party's Confidential Information in doing so.

For clarity, the disclosure or discussion of any customer, prospect, lead or commercial opportunity under this Agreement shall not create any exclusivity, non-solicitation obligation, referral right, commission entitlement, channel protection, account ownership, right of first refusal, or other restriction on either Party's independent sales, marketing, business development or client delivery activities, unless expressly agreed in a separate written agreement signed by both Parties.

8. Ownership

All Confidential Information remains the property of the Discloser.

No intellectual property rights, licences or ownership rights are granted under this Agreement except the limited right to use Confidential Information for the Purpose.

9. Return or Deletion

Upon written request, the Recipient shall promptly return or securely destroy the Discloser's Confidential Information, except where retention is required by law, regulation or legitimate backup/archive procedures.

10. Term and Confidentiality Period

This Agreement begins on the Effective Date and continues for one (1) year unless terminated earlier by either Party in writing.

The confidentiality obligations under this Agreement continue for three (3) years from the date of disclosure.

Trade secrets shall remain protected for so long as they qualify as trade secrets under applicable law.

11. No Obligation

Nothing in this Agreement obligates either Party to enter into any further agreement or business relationship.

12. Remedies

Each Party acknowledges that breach of this Agreement may cause irreparable harm for which damages alone may not be sufficient. The Discloser may therefore seek injunctive or equitable relief in addition to other remedies available by law.

13. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction over disputes arising under this Agreement.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding confidentiality and supersedes prior discussions or agreements on that subject.

Any amendment must be in writing and signed by both Parties.

Signatures

Clevry Ltd

Signature: _____

Name:

Title:

Date:

[PARTNER NAME]

Signature: _____

Name:

Title:

Date: