

# Mutual Non-Disclosure Agreement

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

Reignite Solutions ("Company")

and

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("Recipient")

together, "the Parties".

## 1. Purpose

The Parties may share confidential information with each other to explore, discuss or carry out potential or ongoing work ("Purpose").

## 2. What Counts as Confidential Information

Confidential information means any information shared by either Party, in any form, that is not publicly available. This includes business plans, product ideas, data, designs, code, documents, processes, financial information, customer details, strategy, and any discussions relating to the Purpose.

## 3. What the Parties Agree To

Both Parties agree to:

- Keep all confidential information strictly confidential.
- Use the information only for the Purpose.
- Not share it with anyone else unless the disclosing Party gives written permission.
- Take reasonable steps to keep it secure.

## 4. What Is Not Covered

Information is not confidential if:

- The receiving Party already knew it before it was shared.
- It becomes public through no fault of the receiving Party.
- It is received legally from someone else with the right to share it.
- It is developed independently without using confidential information.

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### 5. Sharing Information with Team Members

The Parties may share confidential information with their employees, contractors or advisers only if:

- They need to know it for the Purpose, and
- They are bound by the same duty of confidentiality.

### 6. Length of Obligation

This Agreement lasts for five (5) years from the date it is signed.

Information that is considered a trade secret must be kept confidential indefinitely.

### 7. Ownership

All confidential information remains the property of the Party that shared it. No rights or licences are granted by this Agreement.

### 8. Legal Requests

If a Party is legally required to share confidential information, it must (where lawful) notify the other Party as soon as possible.

### 9. Returning or Deleting Information

If requested, the receiving Party must return or permanently delete all confidential information.

### 10. Governing Law

This Agreement is governed by the laws of England and Wales.

### 11. Signatures

By signing below, both Parties agree to the terms of this Agreement.

Signed by the Company:

Name: \_\_\_\_\_

Role: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by the Recipient:

Name: \_\_\_\_\_

Role: \_\_\_\_\_

Date: \_\_\_\_\_

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