

Mutual Non-Disclosure Agreement

Protoworks | Version 1.6 | 16 October 2026

A mutual agreement protecting confidential project discussions and work. Complete the parties, permitted purpose and signatures before use.

The standalone ordinary business confidentiality limit remains £25,000 per related incident, subject to express exceptions. An expressly coordinated overlapping service loss shares the agreed service Engagement aggregate, normally £250,000, without a separate NDA top-up. Clause 11.1 exceptions, Consumer protections, court-awarded costs and court-order remedies remain preserved.

This version applies only when agreed for a new engagement, or expressly adopted by both parties. Publishing it does not change an existing agreement.

The parties and proposed engagement

This Agreement is between John Taylor trading as Protoworks ("Protoworks") at the address above and the Client identified below. Together they are the Parties. An individual acting wholly or mainly outside their trade, business, craft or profession is a Consumer; actual circumstances determine that status.

Client full legal name (and company number, where applicable)

Client address

Project or proposed engagement - the permitted purpose

The Effective Date is the date the last Party signs, unless both Parties expressly agree another date in writing.

1 Purpose

The Parties intend to discuss, evaluate and scope the project or proposed engagement identified above and, if separately agreed, carry out related services and use resulting deliverables as allowed by the relevant commercial agreement (the "Permitted Purpose"). A materially different project or use must be agreed in writing by both Parties before the relevant information is used for that purpose.

During these activities, either Party (the "Disclosing Party") may disclose Confidential Information to the other (the "Receiving Party").

2 Confidential Information

"Confidential Information" means information disclosed by or on behalf of one Party to the other in connection with the Permitted Purpose that:

- a. is identified as confidential at the time of disclosure; or
- b. would reasonably be understood to be confidential because of its nature or the circumstances of disclosure.

It may include technical documentation, software, source code, algorithms, schematics, electronic and PCB designs, prototypes, product designs, specifications, research, concepts, know-how, business plans, pricing, financial information, customer and supplier information, project information, processes and methods.

Information may be disclosed orally, visually, electronically, in writing, by demonstration or through access to equipment, systems or materials.

This Agreement also covers information disclosed before the Effective Date in connection with the same Permitted Purpose where that information would reasonably have been understood to be confidential. The obligations under this Agreement concerning earlier disclosures apply from the Effective Date. This does not retrospectively make an earlier act a breach of this Agreement or remove rights arising under an earlier agreement or applicable law.

3 Exclusions

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

- a. was lawfully known to it before disclosure by the Disclosing Party;
- b. is or becomes publicly available other than through a breach of this Agreement by the Receiving Party or a person for whom it is responsible under clause 5;
- c. is lawfully obtained from a third party entitled to disclose it without a confidentiality restriction;
- d. is independently developed without use of or reference to the Disclosing Party's Confidential Information; or
- e. has been approved for release by the Disclosing Party in writing, to the extent of that approval.

4 Confidentiality obligations

The Receiving Party must:

- a. keep Confidential Information secure using reasonable and proportionate technical and organisational measures;
- b. use it only for the Permitted Purpose;
- c. take reasonable steps to prevent unauthorised access, use or disclosure; and
- d. disclose it only as permitted by this Agreement or with the Disclosing Party's prior written consent.

Each Party must apply at least the same degree of care that it applies to its own confidential information of a similar nature, and in all cases at least reasonable care.

On becoming aware of material unauthorised access to, use of or disclosure of the other Party's Confidential Information, the Receiving Party must notify the Disclosing Party without undue delay, give information reasonably needed to understand and limit the harm, and take reasonable steps to contain and remedy the incident. This does not require disclosure prohibited by law or waiver of legal privilege, and does not replace any statutory reporting requirement.

5 Permitted disclosures

The Receiving Party may disclose Confidential Information to employees, subcontractors, professional advisers, insurers or service providers who reasonably need access to support the Permitted Purpose or to obtain professional advice or insurance assistance concerning it.

Before access is given, the Receiving Party must ensure those persons are bound by contractual, professional or statutory confidentiality and use restrictions appropriate to their role and sufficient to enable the Receiving Party to comply with this Agreement. Access must be limited to the information reasonably needed.

These requirements also apply to cloud services and AI tools. This clause does not authorise a provider to use Confidential Information to train or improve models for general use, advertise to others or develop its own unrelated products. Such use requires the Disclosing Party's separate, express written permission.

The Receiving Party remains responsible for use or disclosure by persons to whom it gives access under this clause as if that use or disclosure were its own, subject to clause 11.

6 Legally required and protected disclosures

Nothing in this Agreement prevents:

- a. a disclosure required by law, court order or a competent regulatory or governmental authority;
- b. a disclosure that cannot lawfully be restricted by agreement, including a protected disclosure under applicable whistleblowing legislation; or
- c. reporting suspected criminal conduct to law enforcement or another competent authority.

For a disclosure under paragraph (a), where legally permitted and reasonably practicable, the Receiving Party must notify the Disclosing Party beforehand and disclose only the information reasonably necessary to comply.

No notification is required for disclosures under paragraphs (b) or (c).

Information does not cease to be Confidential Information merely because a particular disclosure is required or permitted under this clause. The remaining confidentiality obligations continue so far as applicable.

7 Intellectual property and general knowledge

This is a confidentiality agreement. It does not transfer or assign ownership of intellectual property rights.

- a. Each Party retains ownership of its pre-existing and independently developed technology, software, firmware, tools, libraries, electronic and circuit designs, documentation, methods, processes, templates and know-how.
- b. Either Party may use general engineering principles, professional skills, experience, concepts, techniques and knowledge acquired in its work, provided that the other Party's Confidential Information is not used or disclosed. Remembering confidential information does not make it general knowledge.
- c. Suggestions, ideas, observations, recommendations, improvements and feedback do not transfer intellectual property rights merely because they are disclosed or discussed under this Agreement.
- d. Neither Party gains rights in technology, products, projects or intellectual property developed independently by the other before or outside the Permitted Purpose.
- e. Ownership and licensing of work created during a subsequent engagement must be addressed in the relevant quotation, Statement of Work, services agreement or other written commercial agreement.

The Receiving Party may make copies of Confidential Information reasonably necessary for the Permitted Purpose, subject to this Agreement. No broader licence or right to exploit the other Party's intellectual property is granted.

8 Independent development and other customers

Either Party may continue its normal activities, including working for other organisations or competitors, developing similar categories of products or technology, using publicly available technology and continuing or independently undertaking research and development.

These activities are permitted only where the other Party's Confidential Information is not used or disclosed. This Agreement creates no exclusivity or non-competition obligation.

9 Term and duration

This Agreement takes effect on the Effective Date. The Parties exchange the mutual promises in this Agreement in consideration of each other's promises; neither is required to buy or provide services.

For ordinary project, commercial and technical information, the obligations restricting use and disclosure and requiring protection continue for five years from the date of each disclosure. For information disclosed before the Effective Date, the five years run from the actual disclosure date; protection under this Agreement begins on the Effective Date.

For information that constitutes a trade secret under applicable law, those obligations continue for as long as it remains a trade secret. A breach does not remove liability or remedies that have already arisen, including where the breach causes information to lose its secret status.

Either Party may end this Agreement for future disclosures by written notice to the other. Information disclosed before that notice remains protected for the applicable period above. Ending discussions or services does not otherwise shorten those periods or remove accrued rights.

10 Return and deletion

On the Disclosing Party's reasonable written request, or when information is no longer reasonably needed for the Permitted Purpose, the Receiving Party must return or securely delete it without undue delay, normally within 30 days, subject to the exceptions below and any shorter period required by law. Any reasonably necessary alternative timetable must be agreed in writing.

The Receiving Party may retain only:

- a. copies reasonably needed to comply with legal, regulatory or insurance obligations;
- b. proportionate records reasonably needed to establish, exercise or defend legal or contractual rights; and
- c. copies in routine automated backups or disaster recovery systems that cannot reasonably be isolated and deleted without disproportionate effort.

Information may not be retained merely because it is described as an email archive, accounting record or business record. A retention reason in paragraphs (a) to (c) must apply.

Retained copies must be restricted to persons who need access for the retention reason and must not be used for an unrelated commercial purpose. They must be deleted when that reason ends. Backup copies may expire through the normal retention cycle and must not be restored except for genuine recovery or a retention reason above; restored information remains subject to this clause.

Retained copies remain protected for the applicable period under clause 9 and for any longer period required by law. On reasonable written request, the Receiving Party must confirm compliance in writing, identifying any applicable retention category without disclosing privileged material. This does not create a contractual audit right.

This clause does not require deletion of a Party's own independently developed materials or copies of deliverables it is entitled to retain or use under a separate agreement. Any Confidential Information within retained materials remains restricted to authorised use and subject to the applicable confidentiality obligations.

11 Liability and remedies

11.1 Liability that is not limited

Neither the financial cap nor the loss exclusions apply to fraud or fraudulent misrepresentation; death or personal injury caused by negligence; intentional use or disclosure of information that the Party knows is confidential and knows is not permitted, where done by that Party itself or knowingly directed or approved by it; or any liability that cannot lawfully be limited or excluded, including non-excludable data protection compensation rights.

11.2 Financial cap for ordinary confidentiality claims

Where the Client is not a Consumer, each Party's total financial liability for a claim or series of claims arising from the same unauthorised use, disclosure, security incident or causally connected series of such events is limited to £25,000, subject to clause 11.1. Unrelated incidents have separate limits. Claims cannot be split to multiply a limit, and merely sharing a project or relationship does not make unrelated incidents one event.

For ordinary loss that also falls within Protoworks' obligations under a service agreement, the coordinated rule in clause 15 applies only where expressly adopted for the identified service Engagement. It uses the applicable service aggregate for that overlapping loss; the £25,000 limit is neither an additional allowance nor a lower sublimit on that service protection. This does not alter the Client's own cap under this clause, the standalone incident limit, clause 11.1 or Consumer protections.

Where the Client is a Consumer, this cap limits only the Client's liability. It does not limit Protoworks' liability to the Consumer, compensation, refunds or other consumer remedies. The exceptions in clause 11.1 remain applicable.

The Parties should identify particularly sensitive or high-value information before disclosure and may expressly agree a higher limit or additional precautions in writing. The £25,000 figure is not a statement of the information's value, a penalty or an automatic payment. Any limitation must meet applicable statutory reasonableness and fairness requirements; agreeing it does not waive those requirements. The cap does not include court-awarded legal costs or limit the remedies in clause 11.7.

11.3 Losses where the Client is not a Consumer

Neither Party is responsible for indirect or consequential loss, subject to clause 11.1. Direct loss is not excluded merely because it includes lost profit, revenue or business opportunity. Recovery remains subject to the applicable cap, causation, foreseeability, proof of loss and reasonable steps to reduce it.

11.4 Losses where the Client is a Consumer

Clause 11.3 does not apply. Protoworks is responsible for loss or damage caused by its breach that was reasonably foreseeable when the Agreement was made. A Consumer is responsible only for reasonably foreseeable loss caused by the Consumer's own breach, including conduct for which the Consumer is responsible under clause 5, subject to the Consumer's cap and clause 11.1. No automatic payment is due. Statutory rights and duties remain unaffected.

11.5 Consumer rights

Nothing in this NDA excludes or limits a Consumer's rights or remedies, including reasonable care and skill in paid services, legally binding statements, repeat performance, price reduction, refunds or compensation. An unfair consumer term is not binding. This NDA does not shorten a legal claim period or restrict access to courts, advisers, regulators or lawful reporting.

11.6 No automatic damages or indemnity

Neither Party owes an automatic penalty, predetermined damages or a fixed payment merely because a breach occurs. There is no indemnity requiring payment of every loss regardless of fault. Liability is determined under this clause and applicable law.

11.7 Court orders

Either Party may ask a court for an injunction or another available remedy to prevent or stop an actual or threatened breach. The court decides whether to grant it. The cap does not prevent an application or excuse compliance with a court order.

12 Preliminary information and reliance

Information exchanged during preliminary discussions may be provisional or incomplete. A Party needing verified information or professional advice should identify that requirement so its scope can be agreed.

Where the Client is not a Consumer, neither Party gives a warranty of accuracy or completeness merely by disclosing information for evaluation, unless expressly agreed otherwise. This does not exclude liability for fraud, fraudulent misrepresentation or any other liability that cannot lawfully be excluded.

Where the Client is a Consumer, this clause does not disclaim Protoworks' responsibility for advice or services it agrees to provide, or for statements on which the Consumer is legally entitled to rely.

This clause does not change any promise, warranty, specification or standard of care applicable to paid advice, services or deliverables under a separate agreement, or remove either Party's duty to perform agreed services with legally required care and skill.

13 Security and legal compliance

The Receiving Party must take reasonable and proportionate measures to protect Confidential Information and comply with applicable law.

This Agreement does not by itself require unspecified enterprise security standards, penetration tests, particular certifications, contractual security audits, compliance with policies amended unilaterally by the other Party, or additional controls not stated here. Additional contractual requirements must be agreed in writing.

These provisions do not remove security, reporting, inspection or other duties imposed by law, or the powers of a regulator or court. This NDA is not a substitute for a data-processing agreement where one is legally required. Before either Party processes personal data on the other's behalf, the relevant roles, documented instructions, authorised providers, security measures and required written terms must be agreed. Clauses denying a general contractual audit right do not restrict legally required information, audits or inspections. If applicable

data-processing terms require stricter access, retention, deletion, notification or other safeguards, the stricter requirements apply to that processing; this does not itself change an expressly agreed financial limit or restrict non-excludable rights.

14 No obligation to proceed

Neither Party is required to proceed with a project, enter a further agreement, purchase or provide services, disclose particular information or continue discussions. Either Party may stop discussions at any time. Existing confidentiality obligations and any separate commercial commitments remain applicable.

15 Relationship with other agreements

This Agreement contains the Parties' agreement about confidentiality and permitted use for the Permitted Purpose. It does not decide fees, payment, scope, deliverables, acceptance, intellectual property ownership or licences for commissioned work; those matters belong in the relevant quotation, work brief, Statement of Work or services agreement.

It does not automatically incorporate purchasing rules, supplier terms, security policies, codes of conduct, external standards, website terms or other documents. Both Parties must expressly agree to incorporate any such requirements in writing.

This Agreement governs confidentiality and permitted use for the Permitted Purpose. A later contract does not vary it merely by containing general confidentiality wording. Except where the coordinated rule below is expressly adopted, a higher applicable protection under a separately agreed services contract for the same loss is not reduced by this NDA. Any agreed replacement or variation must expressly identify this NDA and the provisions changed.

Coordinated service aggregate. For a Business Client, the Parties may expressly adopt this rule in the accepted Work Brief or SOW identifying the service Engagement and this NDA. Where adopted, Protoworks' ordinary financial liability for loss that also falls within its service obligations counts towards the one agreed aggregate for that Engagement across the service agreement and this NDA, however the claim is framed. The service aggregate is £250,000 unless a higher aggregate is expressly agreed. Other service claims in that Engagement use the same total; an NDA claim does not create an additional £25,000 allowance when that total is used, and the NDA's ordinary limit does not reduce the applicable service protection. Related briefs, SOWs, phases, restarts and invoices do not reset a shared total, but genuinely separate Engagements are not pooled. This rule preserves clause 11.1, Consumer protections, sums and court costs outside the service aggregate, and any protection that cannot lawfully be restricted.

Scope of coordination. Only identified service agreements expressly adopting the shared scheme are combined. Preliminary disclosures or incidents do not enter it merely because they concern a similar project; loss falling only under this NDA remains subject to its ordinary £25,000-per-related-incident rule and exceptions. The rule does not retrospectively vary an earlier NDA or service contract, reduce an already agreed higher protection or remove accrued rights. Any proposed change requires a separate express agreement identifying the affected documents and provisions. The same loss cannot be recovered twice.

This does not retrospectively reduce rights or liabilities that arose before the Effective Date, remove liability for fraud or alter rights that cannot lawfully be restricted. A Party cannot recover compensation twice for the same loss, even where it has a claim under more than one agreement or legal duty.

16 Written communications and amendments

Written notices, permissions and amendments under this Agreement may be given by email to an address the receiving Party uses or has designated for the engagement, or by another agreed written method. Amendments must be expressly agreed by both Parties. Silence or a unilateral website update is not agreement.

If a provision is invalid or unenforceable, the remaining provisions continue so far as they can operate without it. An unfair consumer term is not rewritten to make it binding on the Consumer.

17 Northern Ireland law and courts

This Agreement and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, are governed by the law of Northern Ireland.

The courts of Northern Ireland have non-exclusive jurisdiction. This means that proceedings may be brought there, while proceedings elsewhere remain possible where the relevant court has jurisdiction.

If the Client is a Consumer, this clause does not remove mandatory protections of the law that otherwise applies or any right to bring or defend proceedings in the courts of the place where the Consumer lives. Protoworks will bring proceedings against a Consumer only in courts permitted by the applicable consumer jurisdiction rules.

Signatures

Each signatory signs personally as a Party or confirms authority to sign for the named legal entity. A Consumer signs in their own name. Both Parties receive a completed copy.

For Protoworks

John Taylor trading as Protoworks

Signature

Date signed

For the Client

Name of signatory

Client legal name and position, if signing for an organisation

Signature

Date signed