

UNSIGNED COPY - for review only

# Mutual non-disclosure agreement

Squawker Consulting Ltd, trading as Seadogs AI, is a company registered in England and Wales with company number 17323387. Its registered office is Unit A9 Dart Marine Park, Steamer Quay Road, Totnes, England, TQ9 5AL ("Seadogs").

This agreement is between Seadogs and the individual or legal organisation identified in the signing details (the "Counterparty"). When a person signs for an organisation, that organisation, rather than the representative personally, is the Counterparty. Each is a "party" and together they are the "parties".

In exchange for the mutual promises below, each party agrees to protect the other party's Confidential Information. The agreement takes effect when the company signature is automatically applied following the Counterparty's electronic acceptance (the "Effective Date").

## 1. Purpose

The permitted purpose of using Confidential Information is: Evaluating a potential AI consultancy, automation or digital-development engagement between the parties and, if separately agreed in writing, carrying out that engagement. This is the "Purpose". Any extension of the Purpose must be agreed by both parties in writing.

This agreement does not require either party to disclose information, buy services, start work or proceed with a transaction. Scope, fees, delivery responsibilities and any data-processing arrangements must be agreed separately.

## 2. Confidential Information

"Confidential Information" means non-public information disclosed by or on behalf of one party (the "Disclosing Party") to the other (the "Receiving Party") for the Purpose during the disclosure period in clause 6, whether in writing, orally, electronically, visually or by access to systems.

It includes business plans, commercial discussions, pricing, financial information, customer and supplier information, software, source code, credentials, technical designs, AI prompts and workflows, models, datasets, product plans and trade secrets, where marked confidential or where its nature or the circumstances would make its confidentiality apparent to a reasonable person. Copies, extracts and notes that reveal that information are also protected.

## 3. Information outside this agreement

The Receiving Party is not required to protect information to the extent it can show that the information: (a) is or becomes publicly available without breach of a confidentiality duty; (b) was already lawfully known to it without restriction before disclosure; (c) is independently developed without using the Confidential Information; or (d) is lawfully obtained from a third party entitled to disclose it without restriction.

## 4. Use and protection

The Receiving Party must use Confidential Information only for the Purpose, keep it confidential, and take reasonable technical and organisational measures to protect it. Those measures must be at least as careful as those it uses for its own similarly sensitive information, and never less than reasonable care.

It may disclose Confidential Information only to its personnel, contractors and professional advisers who need to know it for the Purpose and are subject to confidentiality duties that provide equivalent protection. The Receiving Party remains responsible for their compliance with this agreement.

Neither party may put the other party's Confidential Information into an AI tool or external processing service unless the Disclosing Party has approved that use in writing, including through agreed delivery arrangements. Any approved service must have suitable confidentiality and security protections. Confidential Information must not be used to train or improve a general-purpose AI model without the Disclosing Party's separate express written permission.

The Receiving Party must notify the Disclosing Party without undue delay after becoming aware of unauthorised access, use or disclosure and reasonably cooperate in limiting its effects. This agreement does not replace either party's duties under data protection law or any separately required data-processing agreement.

## **5. Required and protected disclosures**

A party may disclose information where required by law, a court or a regulator. So far as legally permitted and consistent with any protected disclosure, it must give the other party reasonable notice, disclose only what is required and reasonably assist with lawful protective measures at the other party's expense.

Nothing in this agreement prevents or restricts reporting a crime, cooperating with law enforcement or a regulator, making a protected whistleblowing disclosure, seeking confidential legal advice, or making any other disclosure protected by law. This includes permitted disclosures by a victim of crime, or a person who reasonably believes they are a victim, under section 17 of the Victims and Prisoners Act 2024. No permission or prior notice is required for a protected disclosure.

## **6. Duration**

This agreement covers information disclosed during the two years beginning on the Effective Date. Either party may end this period for future disclosures by giving 30 days' written notice. Ending discussions does not end the duties that already apply to information received.

For each disclosure, the confidentiality and purpose-limited use duties last for five years from the date of that disclosure. For information that qualifies as a trade secret, those duties continue for as long as it remains a trade secret, except where it ceases to be secret because of the Receiving Party's breach. The exclusions in clause 3 and protected disclosures in clause 5 continue to apply.

## **7. Return and deletion**

On written request, the Receiving Party must promptly return or securely delete Confidential Information and its copies, and confirm that it has done so if reasonably requested.

It may retain information to the extent required by law, regulation or a reasonable need to establish, exercise or defend legal claims. Copies held in routine backups may remain until they are overwritten through the normal secure retention cycle, provided they are not used for another purpose. Retained information remains subject to this agreement for the applicable protection period.

## **8. Ownership and accuracy**

Each party keeps its rights in its Confidential Information and intellectual property. This agreement grants only permission to use the information for the Purpose; it does not transfer ownership or grant any other licence.

Neither party promises that information supplied for evaluation is complete or accurate. Any warranty or commitment for commissioned work must be agreed separately. Nothing in this agreement excludes liability for fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded.

## 9. Remedies

Unauthorised use or disclosure may cause harm for which damages alone are inadequate. A party may seek an injunction or other relief from a court in addition to remedies otherwise available. The court decides whether any remedy is appropriate.

## 10. Notices

Notices under this agreement must be in writing and sent by email to [nick@seadogs.dev](mailto:nick@seadogs.dev) for Seadogs, or to the Counterparty email recorded in the signing details. Either party may notify the other of a replacement address. A notice takes effect when it is received in a readable form; an automated failure or bounce is not receipt. This clause does not govern service of legal proceedings.

## 11. Electronic signing and authority

The person signing for the Counterparty confirms that the signing details identify the intended party correctly and that they have authority to bind that party. Typing their name and submitting the required confirmations records their intention to authenticate and accept this agreement by electronic signature.

Seadogs applies its authorised signatory's typed name automatically to this version of the agreement under a standing authorisation. The company signature application and the Counterparty's acceptance are recorded separately. Automatic application does not mean the company signatory personally reviewed that particular submission. The resulting PDF records both events and the Effective Date.

This is an ordinary contract, not a deed. An unsigned download is for review only and does not execute the agreement. A clearly marked test document does not create an agreement or apply the company's live signature authorisation.

## 12. General terms

This agreement records the parties' understanding on confidentiality for the Purpose. It does not replace any existing duty concerning earlier disclosures or automatically override a separate written agreement. A later agreement may vary it only where both parties expressly agree in writing. Changes to the website or its general terms do not amend a signed agreement.

Neither party may assign its rights or obligations under this agreement without the other's written agreement. No person other than the parties has a right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

If a provision is held invalid or unenforceable, the remaining provisions continue so far as legally possible. A delay or failure to exercise a right does not waive it. Any variation or waiver must be agreed in writing by authorised representatives of both parties.

## 13. Governing law and courts

This agreement and any contractual or non-contractual dispute arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to any mandatory rights or rules that cannot lawfully be excluded.

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## Signing details

This copy has not been signed by either party. To execute the agreement, use the signing page at [seadogs.ai/nda](https://seadogs.ai/nda). Your details and the company's automatic signature will appear in the completed copy.

### The Counterparty

Not signed. Party and representative details are supplied on the signing page.

### For Squawker Consulting Ltd

Trading name: Seadogs AI

Company: 17323387, England and Wales

Registered office: Unit A9 Dart Marine Park, Steamer Quay Road, Totnes, England, TQ9 5AL

Email for notices: [nick@seadogs.dev](mailto:nick@seadogs.dev)

No company signature has been applied.