

NON-DISCLOSURE AGREEMENT

Strategy Alignment Analysis™ (SAA)

To be signed before the assignment begins

Client:	company name and registration number
Consultant:	FrontPace LTD
Undersigned:	name and role

1. Background and purpose

The Consultant is to carry out a Strategy Alignment Analysis™ (SAA) for the Client. In connection with the assignment, the Undersigned is given access to information about the Client's strategic focus areas, internal circumstances and the assessments of individual team members.

This agreement governs how such information is to be handled.

2. What constitutes confidential information

Confidential information means all information to which the Undersigned is given access through the assignment, irrespective of its form, format or method of storage, including:

- strategic focus areas, objectives, plans and priorities
- questionnaire responses, individual prioritisations and statements given in interviews
- calculated correlation factors, drafts and final SAA reports
- information about the organisation, roles, working relationships and individuals
- commercial and financial information, including customers, suppliers, agreements and technology

3. Duty of confidentiality

The Undersigned undertakes to:

1. keep all confidential information secret and not disclose it to anyone outside the assignment
2. use the information solely for the purpose of carrying out the SAA assignment
3. not copy, store or exploit the information for any other purpose, whether on their own behalf or on behalf of others
4. store the information securely and in secure systems, and not enter it into third-party services that have not been agreed with the Client
5. ensure that any employee or subcontractor taking part in the assignment signs a corresponding agreement before access is granted

4. Individual responses

Individual responses and prioritisations from each team member remain confidential as between the parties and are not disclosed to anyone outside the assignment.

The Client authorises the Consultant to use individual responses and prioritisations, in identifiable form, as part of the SAA report and in the further processing carried out for the Client. This includes the calculation of correlation factors, the presentation and workshops, the summary alignment report and the debrief with the team leader.

The Client is responsible for informing each team member, before they respond, how their individual responses will be used and that those responses will be identifiable to the Client.

5. Exceptions

The duty of confidentiality does not apply to information which:

- a) is, or becomes, generally known without any breach of this agreement
- b) the Undersigned lawfully knew before the assignment, without any duty of confidentiality
- c) is received from a third party not bound by a duty of confidentiality
- d) is independently developed without use of confidential information
- e) must be disclosed pursuant to law, regulation or a binding decision of a court or public authority

In case e), the Client is notified as soon as possible, where such notification is permitted.

6. Personal data

Personal data processed in connection with the assignment is processed in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection legislation. Where the Consultant processes personal data on behalf of the Client, a separate data processing agreement is entered into.

7. Storage, return and deletion

Confidential information is retained only for as long as is necessary to carry out the assignment. No later than 30 days after the assignment has ended, or upon the Client's written request, the material is returned or deleted. Where a statutory retention obligation requires it, one archive copy may be kept. The duty of confidentiality continues to apply to that copy.

8. Methodology and anonymised data

The SAA methodology, the algorithm, questionnaires, templates and report formats belong to the Consultant. The Client may use delivered reports freely for internal purposes, but the methodology may not be copied, passed on or used to carry out similar analyses without a written licence agreement.

The Consultant may use anonymised and aggregated data for methodological development and benchmarking, provided that neither the Client, individuals nor identifiable circumstances can be recognised.

9. Duration

The duty of confidentiality applies from the date of signature and continues without time limit after the assignment has ended.

10. Breach

Breach of the duty of confidentiality may give rise to liability in damages under general rules on compensation, as well as liability under trade secrets legislation and other relevant law.

11. Governing law and jurisdiction

This agreement is governed by the laws of England and Wales. The parties shall seek to resolve any dispute amicably. If no amicable solution is reached, the dispute shall be settled before the Client's ordinary legal venue.

Signature

The Undersigned confirms having read and understood the content of this agreement and undertakes to comply with it.

Place and date:

Name (block capitals):

Role / company:

Signature:

Acknowledged by the Client (optional)

Place and date:

Name and signature: