CoreGrowth AI Ltd — Mutual Non-Disclosure Agreement

Document: 07 of 11

Document Reference: CG-NDA-2026.11

Effective Date: November 2026

Agreement Type: Mutual (two-way) confidentiality agreement

Governing Law: Laws of England and Wales

Parties

Party	Details
CoreGrowth	**CoreGrowth AI Ltd** (trading as ClarityScale), a company registered in England & Wales with company number **17505890**, whose registered office is at Unit 5, Concept Court, Kettlestring Lane, York, North Yorkshire, YO30 4XF
Counterparty	[Insert Legal Name], a company registered in [Insert Jurisdiction] with company number [Insert Number], whose registered office is at [Insert Address]
Agreement Date	[Insert Date]

Each a **"Party"** and together the **"Parties"**.

Background

(A) The Parties wish to discuss and evaluate a possible business relationship concerning CoreGrowth's software and services, including the CorePilot™, Accelerated Insights™, CoreGrowth Boardroom™ and CoreSuite™ platforms (the **"Purpose"**).

(B) In connection with the Purpose, each Party may disclose Confidential Information to the other, including security, architecture and compliance information requested as part of security, legal and procurement due diligence. The Parties have agreed to protect that information on the terms of this Agreement.

1. Definitions & Interpretation

1.1 **"Affiliate"** means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where "control" has the meaning given in section 1124 of the Corporation Tax Act 2010.

1.2 **"Confidential Information"** means all information of a confidential nature, in any form or medium (whether written, oral, electronic, visual or by demonstration), disclosed by or on behalf of a Party (the **"Discloser"**) to the other Party (the **"Recipient"**) or its Representatives, whether before, on or after the date of this Agreement, in connection with the Purpose, including:

- (a) business, commercial, financial and pricing information, plans, forecasts, customers, suppliers and strategy;

- (b) technical information, including software, source code, algorithms, AI models, model weights and adapters, prompts, system designs, data structures, APIs and product roadmaps;

- (c) **Security Information** (as defined in clause 1.4);

- (d) any CRM data, customer data or Personal Data;

- (e) the existence and terms of the discussions between the Parties; and

- (f) any notes, analyses, compilations, summaries or other material prepared by the Recipient or its Representatives that contain or reflect any of the above.

1.3 **"Representatives"** means a Party's and its Affiliates' directors, officers, employees, professional advisers, auditors, insurers and contractors who need to know the Confidential Information for the Purpose.

1.4 **"Security Information"** means information relating to the security of a Party's systems, networks, products or data, including penetration test and vulnerability reports, control and test evidence, audit reports, architecture and data-flow diagrams, network and infrastructure configurations, incident records, and security policies and procedures.

1.5 **"Personal Data"** has the meaning given in the UK GDPR.

1.6 **"AI Tool"** means any artificial intelligence, machine learning or large language model service, application or system that is provided by a third party, or that may retain, learn from, or use input data to train or improve any model.

2. Confidentiality Obligations

2.1 The Recipient shall:

- (a) use the Discloser's Confidential Information **solely for the Purpose**;

- (b) keep the Confidential Information secret and confidential, and not disclose it to any person except as permitted by this Agreement;

- (c) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in any event no less than a reasonable degree of care;

- (d) not copy, reproduce or record the Confidential Information except as reasonably necessary for the Purpose; and

- (e) promptly notify the Discloser in writing on becoming aware of any actual or suspected unauthorised access to, use of or disclosure of the Confidential Information, and take reasonable steps to limit its effect.

2.2 The Recipient may disclose Confidential Information to its Representatives who need to know it for the Purpose, provided that it informs them of its confidential nature and ensures that they are bound by obligations of confidentiality no less protective than those in this Agreement. The Recipient is responsible for any act or omission of its Representatives that would be a breach of this Agreement if done by the Recipient.

3. Exceptions

3.1 The obligations in clause 2 do not apply to information that the Recipient can show by written evidence:

- (a) is or becomes generally available to the public, other than as a result of a breach of this Agreement;

- (b) was lawfully in its possession, free of any obligation of confidence, before it was disclosed by the Discloser;

- (c) is lawfully received from a third party who is not under any obligation of confidence in respect of it; or

- (d) is independently developed by or for the Recipient without use of or reference to the Discloser's Confidential Information.

4. Compelled Disclosure

4.1 The Recipient may disclose Confidential Information to the extent required by law, by any governmental or regulatory authority, or by the rules of any recognised stock exchange, provided that, to the extent legally permitted, it:

- (a) gives the Discloser prompt written notice so that the Discloser may seek a protective order or other remedy;

- (b) co-operates with the Discloser, at the Discloser's cost, in any such action; and

- (c) discloses only that part of the Confidential Information it is legally required to disclose.

5. Security Information & Due Diligence Materials

5.1 In addition to clause 2, the Recipient shall:

- (a) restrict access to Security Information to those of its Representatives who are directly involved in assessing security, risk or compliance for the Purpose;

- (b) store Security Information only in access-controlled systems and not print, forward or share it beyond what is strictly necessary for the Purpose;

- (c) not disclose Security Information to any third party, other than its auditors, insurers or regulators who are bound by duties of confidentiality, without the Discloser's prior written consent; and

- (d) use Security Information solely to assess the Discloser's security posture for the Purpose, and not to identify, exploit or publicise any vulnerability.

5.2 **No Security Testing:** Neither Party shall carry out, or permit any person to carry out, any penetration testing, vulnerability scanning, load testing or other security testing of the other Party's systems, applications or infrastructure without that Party's prior written authorisation, which shall set out the agreed scope, timing and rules of engagement.

6. Artificial Intelligence & Data Use Restrictions

6.1 The Recipient shall not, and shall ensure that its Representatives do not:

- (a) input, upload or otherwise make available any of the Discloser's Confidential Information to any AI Tool, unless that tool is operated within the Recipient's own controlled environment under contractual terms that prohibit the provider from retaining the data or using it to train or improve any model;

- (b) use any of the Discloser's Confidential Information to train, fine-tune, evaluate, benchmark or otherwise improve any AI model or system; or

- (c) reverse engineer, decompile, disassemble or attempt to derive the source code, model weights, prompts or underlying structure of any software, model or system disclosed or demonstrated by the Discloser.

7. Personal Data

7.1 The Parties do not intend to share Personal Data under this Agreement. Where Personal Data is disclosed, the Recipient shall process it only for the Purpose, in accordance with the UK GDPR, the Data Protection Act 2018 and any other applicable data protection law, and shall keep it to the minimum necessary.

7.2 Where either Party is to process Personal Data on behalf of the other, the Parties shall first enter into a data processing agreement that meets the requirements of Article 28 of the UK GDPR.

8. Return & Destruction

8.1 Within fourteen (14) days of the Discloser's written request, or on termination of this Agreement, the Recipient shall return or securely destroy all of the Discloser's Confidential Information in its or its Representatives' possession or control, and, on request, confirm in writing that it has done so.

8.2 The Recipient is not required to destroy Confidential Information held in automatic electronic back-up systems that are not readily accessible, or that it is required to keep by law or regulation, provided that such information remains subject to this Agreement for as long as it is retained.

9. Ownership, No Licence & No Warranty

9.1 All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants the Recipient any licence or right in respect of any intellectual property or Confidential Information of the Discloser, other than the right to use it for the Purpose.

9.2 Confidential Information is provided "as is". The Discloser gives no warranty or representation as to its accuracy or completeness, except as may be set out in a definitive written agreement between the Parties.

9.3 This Agreement does not oblige either Party to disclose any particular information, to continue discussions, or to enter into any further agreement. Neither Party shall be prevented from independently developing products or services, or from dealing with any third party, provided that it does not use or disclose the other Party's Confidential Information in breach of this Agreement.

10. Term & Survival

10.1 This Agreement starts on the Agreement Date and continues for **two (2) years**, unless terminated earlier by either Party giving thirty (30) days' written notice.

10.2 The Recipient's obligations in respect of Confidential Information disclosed during the term survive expiry or termination for **five (5) years**, and, for trade secrets, Security Information and Personal Data, for as long as that information remains confidential or is held by the Recipient.

11. Remedies

11.1 Each Party acknowledges that damages alone may not be an adequate remedy for a breach of this Agreement. Without prejudice to any other rights or remedies, the Discloser shall be entitled to seek injunctive relief, specific performance and any other equitable relief for any threatened or actual breach.

11.2 Nothing in this Agreement limits or excludes either Party's liability for breach of its confidentiality obligations, for fraud, or for any liability that cannot be limited or excluded by law.

12. General

12.1 **Notices:** Notices under this Agreement shall be in writing and delivered by hand, by pre-paid recorded post, or by email to the addresses set out above (for CoreGrowth: legal@coregrowth.ai). A notice sent by email is deemed received at the time of transmission if sent during business hours (09:00–17:30 UK time on a business day), and otherwise at 09:00 on the next business day.

12.2 **Assignment:** Neither Party may assign or transfer this Agreement without the other Party's prior written consent.

12.3 **Entire Agreement:** This Agreement is the entire agreement between the Parties relating to its subject matter and supersedes any prior confidentiality arrangement relating to the Purpose. Where the Parties later enter into a definitive agreement containing confidentiality terms, those terms shall govern information disclosed under it.

12.4 **Variation & Waiver:** No variation of this Agreement is effective unless it is in writing and signed by both Parties. No failure or delay in exercising any right operates as a waiver of it.

12.5 **Severance:** If any provision of this Agreement is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid, and the remaining provisions shall continue in full force.

12.6 **No Partnership:** Nothing in this Agreement creates a partnership, joint venture or agency between the Parties.

12.7 **Third-Party Rights:** A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.8 **Counterparts & Electronic Signature:** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and which together form one agreement.

12.9 **Governing Law & Jurisdiction:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it are governed by the **laws of England and Wales**, and the Parties submit to the **exclusive jurisdiction of the courts of England and Wales**.

Signatures

	Signed for and on behalf of CoreGrowth AI Ltd	Signed for and on behalf of Counterparty
Signature	[Insert Signature]	[Insert Signature]
Name	[Insert Name]	[Insert Name]
Title	[Insert Title]	[Insert Title]
Date	[Insert Date]	[Insert Date]