



BrandedAI

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# NON-DISCLOSURE AGREEMENT

## Mutual Non-Disclosure Agreement

**Between:** SCEV Ltd t/a BrandedAI (Company Number: 10032640), 3rd Floor, 86-90 Paul Street, London, EC2A 4NE

**And:** Chester Brethren Business Group

**Date:** 31st January 2026

**Purpose:** Business Scorecard Platform Development and Data Analysis

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## Confidentiality Obligations

### 1. Definition of Confidential Information

Confidential Information includes but is not limited to:

- Individual business financial data including EBITDA, sales figures, and targets
- Business processes, workflows, and operational procedures
- Customer data, supplier information, and contact details
- Strategic plans, business models, and competitive information
- Individual business identities, ownership details, and performance metrics
- Any information marked as “Confidential” or that would reasonably be considered confidential

### 2. Mutual Obligations

Both parties agree to:

- **Maintain strict confidentiality** of all disclosed information
- **Use information solely** for the purpose of Business Scorecard development and analysis
- **Limit access** to employees and contractors with legitimate need-to-know
- **Implement reasonable security measures** to protect confidential information
- **Return or destroy** all confidential materials upon request or project completion
- **Never disclose individual business data** to other participating businesses without explicit consent

### 3. Permitted Disclosures

Information may be disclosed if:

- Required by law or court order (with prior notice where possible)
  - Already in the public domain through no breach of this agreement
  - Independently developed without use of confidential information
  - Previously known to the receiving party without confidentiality restrictions
  - Aggregated in a manner that does not identify individual businesses
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## Data Protection & Security

### 4. GDPR Compliance

BrandedAI commits to:

- **Process personal data** only as necessary for scorecard development and analysis
- **Implement appropriate technical and organizational measures** for data security
- **Provide data processing agreement** as required under GDPR Article 28
- **Notify client immediately** of any data breaches or security incidents
- **Delete or return personal data** upon project completion or client request

### 5. Security Measures

Minimum security standards:

- Encryption in transit and at rest using industry-standard protocols
- Access controls with unique user credentials and multi-factor authentication
- Regular security updates and vulnerability assessments
- Secure development practices including code review and testing
- Incident response procedures for security breaches

### 6. Data Segregation

BrandedAI specifically agrees to:

- **Maintain strict segregation** of individual business data within the platform
- **Ensure participating businesses** can only view their own individual data
- **Provide aggregated summaries only** in a format that protects individual identities
- **Never share raw data** with unauthorized parties including other participating businesses

## 7. Minimal Access Principle

BrandedAI commits to the following access restrictions:

- **No routine access:** BrandedAI will not routinely view, browse, or access individual business financial data
  - **Support access only:** Individual data will only be accessed when strictly necessary for technical support, debugging, or at the explicit request of the data owner
  - **Self-service tools:** BrandedAI will provide self-service data upload functionality enabling Chester Brethren representatives to import historical data without BrandedAI handling raw files
  - **Audit trail:** All administrative access to individual business data will be logged with timestamp, user, and purpose
  - **Aggregation preference:** Where possible, BrandedAI will work with aggregated or anonymised data for development, testing, and analysis purposes
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## Legal Terms

### 8. Duration

- **Effective Period:** From signing until 5 years after project completion
- **Survival:** Confidentiality obligations survive termination of any other agreements
- **Ongoing Protection:** Information remains confidential regardless of project outcome

### 9. Remedies

- **Injunctive Relief:** Parties may seek immediate injunctive relief for breaches
- **Damages:** Breaching party liable for all damages including legal costs
- **No Limitation:** Remedies are cumulative and not exclusive

### 10. Governing Law

- **Jurisdiction:** English and Welsh law
  - **Disputes:** Courts of England and Wales have exclusive jurisdiction
  - **Interpretation:** Agreement interpreted according to English legal principles
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## Signature Section

SCEV Ltd t/a BrandedAI

Signed: \_\_\_\_\_

Name: Scott Markham

Title: Director

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

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## Chester Brethren Business Group

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

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

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## Schedule A: Project Details

### Project: Chester Brethren Business Scorecard Platform

#### Project Scope:

- Development of business performance tracking and reporting platform
- Collection and aggregation of financial metrics from participating businesses
- Automated reporting and analysis capabilities
- Action tracking and meeting support functionality

#### Data Types:

- Monthly EBITDA figures (historical from January 2025)
- Monthly sales data (historical from January 2025)
- Annual targets and forecasts
- Business challenges and opportunities (qualitative)
- Lead measures including outbound calls and new accounts

#### Access & Security:

- Secure login with business-specific access controls
- Individual businesses view only their own data
- Aggregated reports available to authorised Chester Brethren representatives
- All data stored in encrypted cloud environment

#### Duration & Retention:

- Initial development phase: January-February 2026
- Ongoing platform operation as agreed
- Data deletion: 30 days after project termination or upon request

#### Personnel:

- BrandedAI: Scott Markham
  - Chester Brethren: Shane McEwan, Dylan Shaw
  - Introduced by: Nick Siderfin
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*This agreement may be executed in counterparts and electronic signatures are acceptable.*