# NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of the date of signature below by and between:

**Cormargin Consulting Ltd.,**  
a company registered in England and Wales with Company Number 12520433,  
having its registered office in England ("Disclosing Party"),

And

[Insert Full Name], residing at [Insert Address] ("Receiving Party").

WHEREAS, the Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") for the purpose of evaluating a potential engagement related to the EngageIQ project (the “Purpose”);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. Confidential Information**

"Confidential Information" shall mean all non-public information, whether written, oral or electronic, disclosed by the Disclosing Party to the Receiving Party relating to the EngageIQ project.

**2. Obligations of Receiving Party**

The Receiving Party agrees to:

* Hold the Confidential Information in strict confidence;
* Use the Confidential Information solely for the Purpose;
* Not disclose it to any third party without the Disclosing Party’s written consent.

**3. Exclusions**This Agreement shall not apply to information which:

* Was in the public domain at the time of disclosure;
* Was rightfully in the possession of the Receiving Party without obligation of confidentiality;
* Is required to be disclosed by law or regulation.

**4. Term**  
This Agreement shall remain in effect for a period of twelve (12) months from the date of signature by the Receiving Party.  
  
**5. Return or Destruction**  
Upon request, the Receiving Party agrees to return or destroy all Confidential Information received under this Agreement.

**6. No License**Nothing in this Agreement shall be construed as granting any license or other rights under any intellectual property of the Disclosing Party.

**7. Injunctive Relief**The Receiving Party acknowledges that unauthorised disclosure may cause irreparable harm and agrees that the Disclosing Party shall be entitled to seek injunctive relief in addition to other legal remedies.

**8. Governing Law**This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below:

|  |  |
| --- | --- |
| Cormargin Consulting Ltd | [Insert Full Name] |
| Signed by: Mark Purdom, Director | Signed by: |
| Date: 15 Jun 2025 | Date: |
| Signature: Mark Purdom | Signature: |