

Non-Disclosure Agreement

BRUILT Concierge

This Non-Disclosure Agreement ("Agreement") is made on *[DATE]*

BETWEEN:

(1) *[BRUILT Concierge Full Legal / Trading Name]*, of *[Business Address]* ("BRUILT Concierge");
and

(2) *[Client Full Legal Name]*, of *[Client Address]* ("the Client"),

each a "Party" and together the "Parties".

BACKGROUND

The Client wishes to engage BRUILT Concierge to provide founder support and lifestyle management services, which will require BRUILT Concierge to access personal, household, family, financial and business information relating to the Client (the "Purpose"). In the course of providing these services, each Party may disclose to the other information that is confidential in nature. This Agreement sets out the terms on which such information will be protected.

IT IS AGREED as follows:

1. Definition of Confidential Information

"Confidential Information" means any information disclosed by either Party to the other, whether before or after the date of this Agreement, whether orally, in writing, electronically or in any other form, that is identified as confidential or that ought reasonably to be considered confidential given its nature or the circumstances of disclosure. This includes, without limitation:

- Personal, family and household information, including details relating to children, health, finances, property, staff and lifestyle arrangements.
- Business information, including financial records, commercial strategy, client and supplier relationships, and operational procedures.
- The contents of any Personal Infrastructure Audit, BRUILT Life Operating Manual, Founder Operating Manual, or similar document prepared in the course of the engagement.
- Any information that would reasonably be regarded as confidential by a person in the position of either Party.

2. Exclusions

Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of the receiving Party;
- (b) was already lawfully known to the receiving Party before disclosure, without obligation of confidence;
- (c) is independently developed by the receiving Party without reference to the Confidential Information; or
- (d) is required to be disclosed by law, by a court of competent jurisdiction, or by a regulatory authority, provided that, where lawfully permitted, the disclosing Party is given reasonable notice to allow it to seek a protective measure.

3. Obligations of Confidentiality

Each Party agrees that it will:

- keep the other Party's Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the disclosing Party, save as permitted under Clause 4;
- use the Confidential Information solely for the Purpose, and not for its own benefit or the benefit of any third party;
- take all reasonable steps to protect the Confidential Information from unauthorised access, use, loss or disclosure, applying at least the same degree of care it applies to its own confidential information, and in any event no less than a reasonable standard of care;
- ensure that any employee, associate, subcontractor or adviser who is given access to the Confidential Information is made aware of, and agrees to comply with, the confidentiality obligations in this Agreement.

4. Permitted Disclosure

BRUILT Concierge may share the Client's Confidential Information with trusted third-party suppliers, contractors or service providers strictly to the extent necessary to deliver a specific service requested by the Client (for example, sharing travel preferences with a hotel, or property details with a tradesperson), and will take reasonable steps to ensure such third parties treat the information confidentially.

5. Ownership

All Confidential Information remains the property of the disclosing Party. Nothing in this Agreement grants either Party any licence, interest or right in respect of the other Party's Confidential Information, except the limited right to use it for the Purpose.

6. Return or Destruction of Information

Upon termination of the engagement between the Parties, or upon written request, the receiving Party shall, at the disclosing Party's option, return or securely destroy all Confidential Information in its possession or control, save that BRUILT Concierge may retain such records as it is required to keep by law or for legitimate accounting, insurance or regulatory purposes, in accordance with its Privacy Policy.

7. No Warranty

All Confidential Information is provided "as is". Neither Party makes any representation or warranty as to the accuracy or completeness of any Confidential Information disclosed.

8. Duration

The obligations of confidentiality in this Agreement shall continue for the duration of the engagement between the Parties and for a period of **[FIVE]** years following its termination, regardless of the reason for termination.

9. No Obligation to Proceed

Nothing in this Agreement obliges either Party to proceed with any engagement, transaction or arrangement, or to disclose any particular information to the other.

10. Remedies

Each Party acknowledges that a breach of this Agreement may cause the other Party harm for which monetary damages alone may not be an adequate remedy, and that the disclosing Party may be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

11. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties in relation to the confidentiality of information disclosed for the Purpose, and supersedes all prior discussions, representations or agreements on this subject. Any amendment to this Agreement must be made in writing and signed by both Parties.

SIGNED on behalf of BRUILT Concierge:

SIGNATURE	
NAME	
POSITION	
DATE	

SIGNED on behalf of the Client:

SIGNATURE	
NAME	Avril Bunton-Williams
POSITION (if applicable)	
DATE	
