

Mutual Non-Disclosure Agreement

Template - review with your counsel before first use.

v1.1 - July 2026

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into between:

VALOR CONSULTING, Reg. no. 544967287, with its registered office at the address stated below (the "Consultant"); and

Consultant registered address

the client identified below, with its registered office at the address stated below (the "Client"),

Client legal name

Client registration number

Client registered address

each a "Party" and together the "Parties". A Party disclosing Confidential Information is the "Disclosing Party"; a Party receiving it is the "Receiving Party".

1. Background and purpose

1.1 The Parties are discussing, evaluating, and may enter into, an engagement under which the Consultant assesses and helps optimise the Client's Microsoft Azure costs (the "Purpose"). In connection with the Purpose, each Party may disclose information to the other that is confidential or commercially sensitive.

1.2 The Parties expect that the Client will share, among other things, Azure invoices, cost and usage exports, and related billing metadata, and that the Consultant may be granted view-only (read-only) access to parts of the Client's Azure environment. The Consultant may in turn disclose its methods, pricing, and commercial terms. This Agreement governs how each Party must treat such information.

2. Definition of Confidential Information

2.1 "Confidential Information" means all information, in any form or medium, disclosed by or on behalf of the Disclosing Party to the Receiving Party in connection with the Purpose, whether before or after the date of this Agreement, that is marked confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure.

2.2 In respect of the Client, Confidential Information includes without limitation:

- a. Azure billing and usage data, including invoices, cost exports, cost and usage reports, reservation and savings-plan details, subscription and resource identifiers, and tags;
- b. cloud architecture details, including resource inventories, network topology, service configurations, and capacity or scaling information observed through view-only access;
- c. commercial terms, including Microsoft or reseller agreements, discount levels, budgets, and

forecasts; and

- d. business plans, personnel information, and any personal data contained in the foregoing (for example, names and business contact details of the Client's staff appearing in invoices or account metadata).

2.3 In respect of the Consultant, Confidential Information includes without limitation its assessment methodology, analytical models, report templates, pricing, proposals, and commercial terms.

2.4 Confidential Information also includes copies, summaries, analyses, and other materials prepared by the Receiving Party to the extent they contain or are derived from the Disclosing Party's Confidential Information.

3. Exclusions

3.1 Confidential Information does not include information that the Receiving Party can demonstrate:

- a. was or becomes publicly available other than through a breach of this Agreement;
- b. was lawfully known to the Receiving Party, free of any confidentiality obligation, before disclosure by the Disclosing Party;
- c. is lawfully received from a third party who is not, to the Receiving Party's knowledge, under a confidentiality obligation to the Disclosing Party; or
- d. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

3.2 These exclusions do not apply to personal data, which remains subject to applicable data protection law, including Regulation (EU) 2016/679 (the "GDPR"), regardless of whether it also qualifies as Confidential Information.

4. Permitted use

4.1 The Receiving Party shall use Confidential Information solely for evaluating, negotiating, and performing the engagement contemplated by the Purpose, and for no other purpose.

4.2 The Receiving Party shall not use Confidential Information to develop competing services, to solicit the Disclosing Party's customers or staff, or for any commercial benefit outside the Purpose. For clarity, the Consultant may use general know-how, skills, and experience of a non-confidential nature gained during the engagement, provided this does not involve disclosure or use of the Client's Confidential Information.

5. Care standard and disclosure within the organisation

5.1 The Receiving Party shall protect Confidential Information using at least the same degree of care it uses for its own confidential information of a similar nature, and in no event less than reasonable care, including appropriate technical and organisational measures against unauthorised access, loss, or disclosure.

5.2 The Receiving Party may disclose Confidential Information only to its employees, directors, and professional advisers who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement. The Receiving Party remains responsible for any act or omission of such persons as if it were its own.

5.3 Neither Party shall disclose Confidential Information to any subcontractor or other third party without the Disclosing Party's prior written consent. Where the engagement involves processing of personal data on the Client's behalf, the Parties shall in addition enter into a data processing agreement under Article 28 GDPR before such processing begins.

6. Compelled disclosure

6.1 The Receiving Party may disclose Confidential Information to the extent required by law, regulation, court order, or a competent supervisory or regulatory authority, provided that, where legally permitted, it: (a) promptly notifies the Disclosing Party before disclosure; (b) reasonably cooperates with the Disclosing Party's efforts to limit or contest the disclosure or obtain protective treatment; and (c) discloses only the portion of the Confidential Information legally required to be disclosed.

7. Term and duration of obligations

7.1 This Agreement takes effect on the date of the last signature below and remains in force until terminated by either Party on thirty (30) days' written notice, or until superseded by confidentiality provisions in a definitive engagement agreement between the Parties.

7.2 The confidentiality and use obligations in this Agreement survive for three (3) years after the later of (a) termination of this Agreement and (b) the last disclosure of Confidential Information, except that:

- a. obligations relating to trade secrets survive for as long as the information remains a trade secret under applicable law; and
- b. obligations relating to personal data survive indefinitely, or until the personal data has been returned or deleted in accordance with Clause 8 and applicable data protection law.

8. Return or destruction

8.1 On the Disclosing Party's written request, or on termination or expiry of this Agreement, the Receiving Party shall promptly, at the Disclosing Party's option, return or securely destroy all Confidential Information in its possession or control, including all copies, extracts, and derived materials, and shall confirm in writing that it has done so.

8.2 The Receiving Party may retain one copy of Confidential Information solely to the extent required by law or by bona fide internal record-keeping and backup policies, provided that any retained copy remains subject to this Agreement for as long as it is retained and is deleted in the ordinary course of the Receiving Party's backup cycles.

8.3 Any view-only access credentials, tokens, or role assignments granted to the Consultant shall be revoked by the Client, and the Consultant shall not attempt to retain or re-establish such access after the Purpose has ended.

9. No licence; no warranty

9.1 All Confidential Information remains the property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any licence or other right, express or implied, to any intellectual property of the Disclosing Party, other than the limited right to use Confidential Information for the Purpose.

9.2 Confidential Information is provided "as is". The Disclosing Party makes no warranty as to its

accuracy or completeness, and accepts no liability for the Receiving Party's reliance on it, except as may be agreed in a definitive engagement agreement.

10. No obligation to proceed

10.1 This Agreement does not oblige either Party to disclose any particular information, to negotiate, or to enter into any further agreement. Each Party may end discussions at any time without liability, subject to the surviving obligations of this Agreement.

11. Remedies

11.1 The Parties acknowledge that unauthorised use or disclosure of Confidential Information may cause harm for which damages alone would not be an adequate remedy. The Disclosing Party is therefore entitled to seek injunctive or other equitable relief before a competent court, in addition to any other remedy available at law, without prejudice to its right to claim damages.

12. General

12.1 Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in connection with a merger or transfer of all or substantially all of its business, with written notice to the other Party.

12.2 This Agreement constitutes the entire agreement between the Parties regarding the confidentiality of information exchanged for the Purpose and supersedes prior discussions on that subject. Amendments must be in writing and signed by both Parties.

12.3 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force, and the Parties shall replace the invalid provision with a valid one that most closely reflects its intent.

12.4 A failure or delay in exercising any right under this Agreement does not operate as a waiver of that right.

12.5 Notices. Written notice under this Agreement may be given by email to the notice email addresses stated on the signature page (or to such other address as a Party notifies in writing), and notice so given is sufficient written notice for the purposes of this Agreement.

13. Governing law and venue

13.1 This Agreement is governed by the laws of [Governing law], excluding its conflict-of-law rules. The courts of [Venue - courts] have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, without prejudice to either Party's right to seek interim relief in any competent court.

Governing law

Venue - courts

Signatures

Notice email addresses (Clause 12.5):

Consultant notice email

Client notice email

Signatures

For VALOR CONSULTING

Signature: _____
Signature

Name: _____
Name

Title: _____
Title

Date: _____
Date

For Client

Signature: _____
Signature

Name: _____
Name

Title: _____
Title

Date: _____
Date