

One-Way Non-Disclosure Agreement

Template - review with your counsel before first use. For engagements where the Client's own NDA covers the Client's information: this agreement protects the Consultancy's methods when the engagement proceeds. If the Parties have signed the Consultancy's Mutual Non-Disclosure Agreement, use that instead - it already protects both sides.

v1.1 - July 2026

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

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

Consultancy registered address

the client identified below, with its registered office at the address stated below (the "Recipient", the receiving party),

Recipient (client) legal name

Recipient registration number

Recipient registered address

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

1. Background and purpose

1.1 The Parties are engaged in, or preparing, an engagement under which the Consultancy assesses and helps optimise the Recipient's Microsoft Azure costs (the "Purpose"). In the course of the Purpose - in particular when the engagement proceeds beyond an initial assessment - the Consultancy discloses commercially sensitive material about how it works.

1.2 The Recipient's own information may be protected by a separate confidentiality agreement chosen by the Recipient. This Agreement protects the Consultancy's information only, and does not reduce any protection the Recipient enjoys under such separate agreement. If the Parties have signed the Consultancy's Mutual Non-Disclosure Agreement covering the same subject matter, that agreement prevails while in force and this Agreement does not apply. If any other written agreement between the Parties also protects the Consultancy's information, this Agreement prevails with respect to the Consultancy's information unless the Parties expressly agree otherwise.

2. Definition of Consultancy Confidential Information

2.1 "Consultancy Confidential Information" means all information, in any form or medium, disclosed by or on behalf of the Consultancy to the Recipient, or otherwise obtained or observed by the Recipient through the engagement, that is marked confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure.

2.2 Consultancy Confidential Information includes without limitation:

- a. the Consultancy's assessment and optimisation methodology, working methods, analytical

- models, checklists, playbooks, and counting rules;
- b. report structures and templates, proposal and document templates, tooling, scripts, and automation;
 - c. pricing structures, fee models, discounts, margins, and commercial terms offered to the Recipient;
 - d. the identity and content of the Consultancy's internal processes, quality gates, and know-how demonstrated or explained during the engagement; and
 - e. copies, summaries, analyses, and other materials prepared by the Recipient to the extent they contain or are derived from any of the foregoing.

3. Exclusions

3.1 Consultancy Confidential Information does not include information that the Recipient can demonstrate:

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

3.2 For clarity, the results of the engagement that relate to the Recipient's own environment - findings, figures, savings identified, and recommendations concerning the Recipient's estate - belong to the Recipient and are not restricted by this Agreement, except to the extent they reveal the Consultancy's methodology or commercial terms as such.

4. Permitted use

4.1 The Recipient shall use Consultancy Confidential Information only for the Purpose, including internal evaluation and management of the engagement, and for no other purpose. In particular, the Recipient shall not use it to develop services that compete with the Consultancy's services, to benchmark the Consultancy against third parties beyond any decision whether to engage, continue, or extend the engagement, or to disclose the Consultancy's commercial terms to any third party except as permitted under Clause 5.2.

4.2 The Recipient shall not reverse engineer, decompose, or reconstruct the Consultancy's methodology, models, or tooling from Consultancy Confidential Information. Nothing in this Clause restricts the Recipient's rights under Clauses 3.1, 3.2, and 4.3.

4.3 For clarity, the Recipient 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 Consultancy Confidential Information.

5. Care standard and disclosure within the organisation

5.1 The Recipient shall protect Consultancy Confidential Information with at least the same degree of care it applies to its own confidential information of a similar nature, and never less than reasonable care.

5.2 The Recipient may disclose Consultancy Confidential Information only to its employees, directors, individual contractors, 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 Recipient remains responsible for any act or omission of such persons as if it were its own.

5.3 The Recipient shall not disclose Consultancy Confidential Information to any other third party without the Consultancy's prior written consent.

6. Compelled disclosure

6.1 The Recipient may disclose Consultancy 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 Consultancy before disclosure; (b) reasonably cooperates with the Consultancy's efforts to limit or contest the disclosure or obtain protective treatment; and (c) discloses only the portion 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.

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 Consultancy Confidential Information, except that obligations relating to trade secrets survive for as long as the information remains a trade secret under applicable law.

8. Return or destruction

8.1 On the Consultancy's written request, or on termination or expiry of this Agreement, the Recipient shall promptly, at the Consultancy's option, return or securely destroy all Consultancy 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 Recipient may retain one copy solely to the extent required by law or by bona fide internal record-keeping and backup policies, provided any retained copy remains subject to this Agreement for as long as it is retained. For clarity, the Recipient always keeps the engagement results referred to in Clause 3.2.

9. No licence; no warranty

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

9.2 Consultancy Confidential Information is provided "as is" for the Purpose; any warranties concerning the engagement itself are those stated in the engagement agreement between the Parties.

10. Remedies

10.1 The Parties acknowledge that unauthorised disclosure or use of Consultancy Confidential Information may cause harm not adequately compensable in damages, and that the Consultancy is therefore entitled to seek injunctive or other equitable relief in addition to any other remedy.

11. General

11.1 Neither Party may assign this Agreement without the other Party's prior written consent, except to an affiliate or in connection with a merger or sale of substantially all assets.

11.2 This Agreement is the entire agreement between the Parties concerning the protection of the Consultancy's information for the Purpose and supersedes prior discussions on that subject. It does not affect any separate agreement protecting the Recipient's information. Amendments must be in writing and signed by both Parties.

11.3 If any provision is held unenforceable, the remainder stays in force, and the provision applies to the maximum extent permitted.

11.4 A failure to enforce any provision is not a waiver of it.

11.5 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.

12. Governing law and venue

12.1 This Agreement is governed by the laws of the jurisdiction stated below, excluding its conflict-of-law rules. The courts stated below 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 11.5):

Consultancy notice email

Recipient notice email

Signatures

For VALOR CONSULTING

Signature: _____
Signature

Name: _____
Name

Title: _____
Title

Date: _____
Date

For The Recipient

Signature: _____
Signature

Name: _____
Name

Title: _____
Title

Date: _____
Date