

Engagement Confidentiality Agreement

BETWEEN THE DISCLOSING PARTY AND PAUL FAULKNER · THE ROGUE PROTOCOL

PARTIES TO THIS AGREEMENT	
DISCLOSING PARTY	[Full Legal Name of Individual or Entity] <i>[Registered address / principal place of business]</i> <i>Referred to as "you" or "the Disclosing Party"</i>
RECEIVING PARTY	Paul Faulkner, trading as The Rogue Protocol <i>Unit 161661, PO Box 7169, Poole, BH15 9EL, England</i> <i>Referred to as "we", "us" or "Paul Faulkner"</i>
DATE	[Date of execution by both parties]

You are considering engaging Paul Faulkner for forensic intelligence services. In the course of discussing, scoping, or conducting that engagement, you may share confidential information about your business, financial position, legal situation, or other matters. This Agreement sets out the basis on which Paul Faulkner will receive and handle that information.

01 DEFINITIONS

Confidential Information means any information you disclose to us, whether in writing, orally, electronically, or by any other means, in connection with a potential or actual engagement, that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. This includes, without limitation: financial data, commercial strategy, legal disputes, personnel matters, client or counterparty identities, business plans, and any information concerning your affairs that is not already in the public domain.

Engagement means any forensic intelligence, advisory, retainer, or project work conducted by Paul Faulkner for or on your behalf.

Permitted Purpose means evaluating, scoping, negotiating, or performing an Engagement for you.

02 OBLIGATIONS OF THE RECEIVING PARTY

Paul Faulkner agrees to:

- 2.1 hold your Confidential Information in strict confidence and not disclose it to any third party without your prior written consent, except as permitted under Clause 3;
- 2.2 use your Confidential Information solely for the Permitted Purpose and for no other purpose;
- 2.3 take reasonable steps to protect your Confidential Information against unauthorised access, use, or disclosure — applying at minimum the same standard of care used to protect his own confidential information of equivalent sensitivity;
- 2.4 not copy, reproduce, or reduce to writing any part of your Confidential Information except as reasonably required for the Permitted Purpose.

03 PERMITTED DISCLOSURES AND EXCLUSIONS

The obligations in Clause 2 do not apply to information that:

- 3.1 is or becomes publicly available through no fault of Paul Faulkner;
- 3.2 was already known to Paul Faulkner at the time of disclosure, as evidenced by written records predating receipt;
- 3.3 is received from a third party who is free to disclose it without restriction;
- 3.4 is independently developed by Paul Faulkner without use of or reference to your Confidential Information.

Paul Faulkner may also disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that — to the extent lawfully permitted — he gives you prompt prior written notice and cooperates reasonably with any effort to seek a protective order or other appropriate remedy.

04 NO ENGAGEMENT OBLIGATION

Nothing in this Agreement obliges either party to proceed with any Engagement. Each party remains free to terminate discussions at any time without liability, subject to the confidentiality obligations in Clause 2, which survive any such termination.

05 NO LICENCE OR TRANSFER OF RIGHTS

Nothing in this Agreement grants Paul Faulkner any licence, right, or interest in or to your Confidential Information except as required to fulfil the Permitted Purpose. All Confidential Information remains your property.

06 RETURN AND DESTRUCTION

On your written request, or on the termination of discussions or any Engagement, Paul Faulkner will promptly return or — where return is not practicable — destroy all materials containing your Confidential Information, except to the extent that retention is required by applicable law or regulation, or where such materials are embedded in work product produced for you under an Engagement.

07 TERM

This Agreement takes effect on the date of execution by both parties and continues for three years from that date, or for the duration of any Engagement (whichever is longer), unless earlier terminated by written agreement of both parties. The obligations in Clause 2 survive expiry or termination for a further two years with respect to Confidential Information that remains commercially sensitive at the time of expiry.

08 REMEDIES

The parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive or other equitable relief may therefore be appropriate without proof of actual damage, and without the need to post a bond.

09 ENTIRE AGREEMENT AND VARIATION

This Agreement constitutes the entire agreement between the parties in relation to confidentiality with respect to the subject matter hereof and supersedes all prior discussions, representations, or undertakings on that subject. Any amendment must be in writing and signed by both parties.

10 GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising out of or in connection with this Agreement.

11 COUNTERPARTS AND ELECTRONIC EXECUTION

This Agreement may be executed in counterparts, each of which shall constitute an original. Execution by electronic signature or scanned copy shall be as valid and binding as execution by original wet-ink signature.

DISCLOSING PARTY

FULL NAME

TITLE / CAPACITY

SIGNATURE

DATE

RECEIVING PARTY

FULL NAME

Paul Faulkner
Trading as The Rogue Protocol

ADDRESS

Unit 161661, PO Box 7169
Poole, BH15 9EL, England

SIGNATURE

DATE