

Mutual Non-Disclosure Agreement

Parties	(1) Francis Field, trading as PhotoCAD, c/o St John's Innovation Centre, Cowley Road, Cambridge CB4 0WS, United Kingdom (" PhotoCAD ") and (2) [Customer legal name, registered office / address] (" Customer "), each a "party".
Purpose	The Customer's evaluation and use of PhotoCAD's services, including the PhotoCAD Stealth service tier (the " Services "), under which the Customer may submit confidential images and designs for processing, and PhotoCAD may disclose non-public information about how the Services operate.
Effective date	[date] — and obligations attach to Confidential Information from the moment of its disclosure, in whatever form, including material submitted through the Services.
Confidentiality period	5 years from each disclosure; for Confidential Information constituting a trade secret, for so long as it remains a trade secret.
Governing law	England and Wales.
Dispute resolution	LCIA arbitration, sole arbitrator, seat London (clause 11), with interim court relief preserved.

1. Confidential Information

"**Confidential Information**" means any information disclosed by or on behalf of one party or its affiliates (the "Discloser") to the other (the "Recipient") in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure. Without limitation: the Customer's Confidential Information includes all images, designs, drawings, invention material and other content submitted to the Services, and all outputs generated from them; PhotoCAD's Confidential Information includes the identity of its AI processing providers, the terms on which it engages them, and non-public technical and commercial information about the Services. All copies of Confidential Information remain the property of the Discloser.

2. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available other than through breach of this Agreement; (b) was lawfully known to the Recipient without obligation of confidence before disclosure; (c) is independently developed by the Recipient without use of the Discloser's Confidential Information; or (d) is lawfully received from a third party free of any obligation of confidence.

3. Obligations

The Recipient shall: (a) keep the Discloser's Confidential Information confidential; (b) use it only for the Purpose; (c) protect it using the same degree of care it applies to its own confidential information of a similar nature, and in no event less than reasonable care; (d) disclose it only to its personnel, professional advisers and, in PhotoCAD's case, the service providers used to operate the Services, in each case who need it for the Purpose and are bound by obligations of confidentiality no less protective than this Agreement (together, "Permitted Receivers"); and (e) notify the Discloser promptly on becoming aware of any unauthorised use or disclosure of the Discloser's Confidential Information. Each party is liable for the acts and omissions of its Permitted Receivers as if they were its own.

4. Processing under the Services

For Customer content submitted to the Services: (a) PhotoCAD processes it solely to provide the Services and does not use it, or permit it to be used, to train artificial-intelligence models; (b) PhotoCAD's handling, retention and destruction obligations are as described in its Confidentiality & Data Handling Statement current at the date of this Agreement (photocad.ai/photocad-stealth-confidentiality-statement.pdf), incorporated by reference, and automated destruction under the retention schedule described there satisfies any obligation to destroy that content; and (c) copies held in routine electronic backups, or retained to comply with law or regulation, may be kept until deleted in the ordinary course, and remain subject to this Agreement while held. Nothing in this clause limits clause 3.

5. Compelled disclosure

The Recipient may disclose Confidential Information to the extent required by law, regulation, court order or a competent authority, provided that (where lawful to do so) it gives the Discloser prompt notice and discloses only the minimum required.

6. Return and destruction

On the Discloser's written request, the Recipient shall promptly destroy or return the Discloser's Confidential Information and confirm destruction in writing on request, save for copies within clause 4(c) and copies required by law or bona fide document-retention policy, which remain subject to this Agreement.

7. No licence; no obligation

Nothing in this Agreement grants either party any right, title, interest or licence (express, implied, by estoppel or otherwise) in or to the other party's Confidential Information or any intellectual property rights, including any patent, design right or application, except the limited right to use Confidential Information for the Purpose. This clause survives termination. Neither party is obliged to disclose information or to enter into any further agreement.

8. No warranty

Confidential Information is provided "as is". Neither party warrants its accuracy or completeness.

9. Liability

This Agreement is entered into in connection with the Customer's use of the Services. Each party's liability under or in connection with this Agreement is subject to the limitations and exclusions of liability in PhotoCAD's Terms of Service (photocad.ai/terms) as at the date of this Agreement, which apply equally to claims under this Agreement, except where liability cannot lawfully be limited.

10. Remedies

Each party acknowledges that a breach of this Agreement may cause the other party harm for which damages would not be an adequate remedy, and that the other party shall be entitled to seek injunctive or other equitable relief in respect of any actual or threatened breach, without proof of special damage and (to the extent permitted by applicable law) without any requirement to post a bond or other security, in addition to any other remedy.

11. Governing law and disputes

(a) This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation is governed by the law of England and Wales.

(b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. Article 9B of the LCIA Rules (Emergency Arbitrator) shall not apply.

(c) Nothing in this clause prevents either party from applying at any time, whether before or after the arbitral tribunal is constituted, to any court of competent jurisdiction for interim, injunctive or other equitable relief, including relief to restrain any actual or threatened breach of this Agreement, and no such application shall be treated as a waiver of, or as incompatible with, this agreement to arbitrate.

(d) If the Customer is an individual acting for purposes wholly or mainly outside their trade, business or profession, clause 11(b) does not bind the Customer, who may bring or defend proceedings in the courts of England and Wales or as otherwise required by mandatory consumer law.

12. General

Neither party may assign this Agreement without the other's prior written consent, except that PhotoCAD may assign or novate this Agreement to a successor entity that carries on the PhotoCAD business (including a company formed to incorporate that business), provided the successor assumes PhotoCAD's obligations, and PhotoCAD will notify the Customer of any such transfer. This Agreement supplements the PhotoCAD Stealth Terms (photocad.ai/stealth-terms) and PhotoCAD's Terms of Service, which continue to apply between the parties; together they constitute the entire agreement concerning its subject matter, and this Agreement may be varied only in writing signed by both parties. If this Agreement conflicts with the Stealth Terms on the handling of Customer content submitted to the Services, the provision more protective of that content applies. Any dispute concerning Customer content that falls within both this Agreement and the Stealth Terms shall be resolved under clause 11 of this Agreement. A person who is not a party has

no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This Agreement may be signed in counterparts, including electronically.

Signed for and on behalf of PhotoCAD	Signed for and on behalf of the Customer
Name, title, date	Name, title, date

This is PhotoCAD's standard mutual NDA, published so it can be reviewed before purchase. To execute a countersigned copy, reply to your purchase confirmation email or contact support@photocad.ai. It supplements the PhotoCAD Stealth Terms (photocad.ai/stealth-terms). Not legal advice.