

AlumiTherm Business Solutions

Mutual Non-Disclosure Agreement

Template version: March 2026 · Alumitherm Business Solutions, a trading division of Alumitherm Assist Ltd (CRO 774826)

About this document: This is the standard Mutual Non-Disclosure Agreement used by Alumitherm Business Solutions for client engagements. It is provided here so you can review it before committing to any services. To request a signed copy or propose amendments, please contact us at enquiries@alumitherm.com.

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into between Alumitherm Assist Ltd, trading as Alumitherm Business Solutions, and the receiving party identified at signing (the "Client"). Both parties wish to explore a potential business relationship and, in doing so, may disclose confidential information to each other. This Agreement sets out the terms on which each Party will protect the other's confidential information.

PARTY A – DISCLOSING & RECEIVING

Alumitherm Assist Ltd
Trading as Alumitherm Business Solutions
CRO: 774826
Unit 1 New Bancroft Hall, Main Street,
Tallaght, Dublin D24 N726, Ireland
enquiries@alumitherm.com

PARTY B – DISCLOSING & RECEIVING

[Client / Organisation Name]
[Registered Address]
[Company Registration Number]
[Country of Registration]
[Contact Email]

Each of the above is individually referred to as a "Party" and collectively as the "Parties".

1. Purpose

The Parties wish to explore a potential commercial engagement relating to business support, consultancy, or services provided by Alumitherm Business Solutions (the "Permitted Purpose"). In connection with this, each Party may disclose confidential information to the other. This Agreement governs the use and protection of that information by both Parties on a mutual basis.

2. Definition of Confidential Information

2.1 "Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, electronically, or by any other means, that:

- (a) is identified as confidential at the time of disclosure; or
- (b) by its nature or the circumstances of disclosure, ought reasonably to be treated as confidential.

2.2 Confidential Information includes, but is not limited to:

- business plans, strategies, and financial information;
- pricing, commercial terms, and fee structures;
- client lists, supplier relationships, and contact data;
- technical methods, processes, systems, and know-how;
- intellectual property, designs, and proprietary materials;
- personnel information and organisational details;
- the existence and terms of any proposed or actual engagement between the Parties.

3. Obligations of the Receiving Party

3.1 Each Party, in its capacity as Receiving Party, agrees to:

- (a) keep all Confidential Information strictly confidential and treat it with no less care than it applies to its own confidential information (and in any event no less than reasonable care);
- (b) use the Confidential Information solely for the Permitted Purpose and for no other purpose whatsoever;
- (c) not copy, reproduce, reverse engineer, or otherwise exploit the Confidential Information except as strictly necessary for the Permitted Purpose;
- (d) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, subject to clause 3.2 below.

3.2 A Receiving Party may disclose Confidential Information to its employees, contractors, or professional advisors ("Permitted Recipients") who:

- (a) have a genuine need to know the information for the Permitted Purpose; and
- (b) are bound by written confidentiality obligations no less restrictive than those in this Agreement.

Each Party remains liable for any breach of this Agreement by its Permitted Recipients.

3.3 If a Receiving Party is required by law, court order, or regulatory authority to disclose any Confidential Information, it shall (where legally permitted) give the Disclosing Party prompt written notice and cooperate with the Disclosing Party in seeking a protective order or other appropriate relief before making any such disclosure.

4. Exclusions from Confidentiality

4.1 The obligations in clause 3 do not apply to information that the Receiving Party can demonstrate:

- (a) was already in the public domain at the time of disclosure, or subsequently entered the public domain other than through a breach of this Agreement;
- (b) was already known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by written records predating the disclosure;
- (c) was independently developed by the Receiving Party without reference to or use of the Confidential Information; or

- (d) was received from a third party who was lawfully entitled to disclose it and who disclosed it without restriction.
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5. Ownership and Return of Information

5.1 All Confidential Information remains the property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any licence, right, title, or interest in or to the Confidential Information beyond the limited right to use it for the Permitted Purpose.

5.2 On request by the Disclosing Party, or upon termination or expiry of this Agreement, the Receiving Party shall promptly:

- (a) return all Confidential Information (including all copies) to the Disclosing Party; or
- (b) destroy it and confirm such destruction in writing,

save to the extent the Receiving Party is required to retain it by law or regulation.

5.3 Nothing in this Agreement obliges either Party to disclose any information. The exchange of Confidential Information under this Agreement does not commit either Party to enter into any further agreement or business relationship.

6. No Warranties

6.1 All Confidential Information is provided "as is". The Disclosing Party makes no warranty, express or implied, as to the accuracy, completeness, or fitness for purpose of any Confidential Information disclosed.

6.2 Neither Party shall be liable to the other for any loss or damage arising from the Receiving Party's reliance on the Confidential Information, except in cases of wilful misconduct or fraud.

7. Term

7.1 This Agreement comes into effect on the date of last signature below and continues until terminated by either Party on 30 days' written notice to the other.

7.2 The confidentiality obligations set out in clause 3 shall survive termination or expiry of this Agreement and shall remain in full force and effect for a period of three (3) years from the date of last disclosure of Confidential Information under this Agreement.

8. Remedies

8.1 Each Party acknowledges that a breach of the confidentiality obligations in this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone may not be an adequate remedy. Accordingly, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive or other equitable relief in the event of any actual or threatened breach of this Agreement.

9. General

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, understandings, and

agreements relating to confidentiality between the Parties.

9.2 Amendments. No amendment to this Agreement shall be effective unless made in writing and signed by authorised representatives of both Parties.

9.3 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.4 Waiver. A failure or delay by either Party to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy.

9.5 No Third-Party Rights. This Agreement does not confer any rights on any person or party other than the Parties to this Agreement.

9.6 Notices. Any notices under this Agreement shall be given in writing by email or post to the addresses set out above, or such other address as a Party may notify in writing.

10. Governing Law and Jurisdiction

10.1 This Agreement is governed by and construed in accordance with the laws of Ireland.

10.2 The Parties submit to the exclusive jurisdiction of the courts of Ireland for the resolution of any dispute arising out of or in connection with this Agreement, provided that either Party may seek emergency injunctive relief in any court of competent jurisdiction.

10.3 Before initiating formal legal proceedings, the Parties agree to attempt in good faith to resolve any dispute through discussions between senior representatives for a period of not less than 14 days following written notice of the dispute.

Signatures

Each Party confirms that it has read and understood this Agreement and agrees to be bound by its terms. This Agreement may be signed in counterparts, each of which shall constitute an original, and both of which together shall constitute one and the same instrument. Electronic signatures are accepted.

PARTY A – Alumitherm Assist Ltd	
AUTHORISED SIGNATORY	NAME (PRINT)
TITLE / POSITION	DATE

PARTY B – Client / Organisation	
AUTHORISED SIGNATORY	NAME (PRINT)
TITLE / POSITION	DATE

Alumitherm Business Solutions is a trading division of Alumitherm Assist Ltd, CRO 774826, registered in Ireland.

Registered office: Unit 1 New Bancroft Hall, Main Street, Tallaght, Dublin D24 N726, Ireland.

To request a countersigned copy or discuss this agreement, contact: enquiries@alumitherm.com | +353 87 349 4566