Founder confidentiality agreement

This agreement protects the business information the Founder shares with us for assessment.

Recipient

Active Mentor® Limited (“we” or “us”), registered in England and Wales, company number 14034629. Registered office: 86-90 Paul Street, London, EC2A 4NE.

Founder details shown for completion

Enter your full legal name and address. Add company details where relevant.

Founder full legal name _____

Address or registered office _____

Company registration number and country _____

Contact email _____

Telephone number _____

1 Purpose

To assess the Founder’s business through Founder Mode and any related assessment or discussion the Founder requests. Any wider use needs the Founder’s written agreement. This agreement does not require either party to buy, provide or continue any further service.

2 What is protected

Confidential Information means non-public information about the Founder’s business shared with us for the Purpose after this agreement takes effect. It includes ideas, plans, finances, customers, methods, documents, answers and discussions, whether or not marked confidential.

3 How we may use it

We will use Confidential Information only for the Purpose and take reasonable security measures to protect it. We will not sell it, publish it, use it for marketing or use it to support another business.

We may share only what is necessary with staff, professional advisers and technology providers, including AI providers, who need it for the Purpose and are bound by confidentiality and use restrictions consistent with this agreement. We remain responsible for their compliance. We may use AI services only where their terms and settings prevent the information being used to train general-purpose models.

Sharing with Bench members or other delivery suppliers requires the Founder’s prior written approval.

4 Exceptions

These restrictions do not cover information we can show is public without a breach of this agreement, was already lawfully known to us without restriction, is independently developed without using it, or is lawfully received from another source without a duty of confidence.

Disclosure required or protected by law is permitted. Where lawful and practicable, we will notify the Founder before a required disclosure and disclose only what is necessary.

5 Ownership

The Founder and any existing rights holders keep ownership of their information and intellectual property. We receive only the permission needed to use and copy it for the Purpose. The Founder must have the right to share it with us.

6 Return and deletion

On written request, we will promptly return or delete Confidential Information and delete our remaining copies, subject to the exceptions below. Ordinary founder project files are otherwise deleted two calendar months after final stage completion or recorded closure of the assessment or engagement, including where the Founder does not continue.

We may retain this agreement and its signing record, plus only the minimum further records needed to meet a legal duty or establish, exercise or defend a legal claim. Backup copies may remain until normal deletion, restricted from ordinary use. Retained copies remain protected and may be used only for the reason they are retained.

7 Duration

The confidentiality and use restrictions last three years from each disclosure. Copies retained under clause 6 remain protected for as long as they are held. The three-year period does not permit us to retain ordinary project files for three years.

8 Law and acceptance

The law of England and Wales applies. Its courts have non-exclusive jurisdiction. This agreement takes effect when validly executed by both parties. An authorised representative must sign for a company or other legal entity.

Signatures

This agreement takes effect only when both parties have signed it.

For the Founder

Name: _____

Capacity: _____

Signature: _____

Date and time: _____

For Active Mentor® Limited

Name: _____

Capacity: _____

Signature: _____

Date and time: _____