

THE X PARTNERSHIP - PRIVACY POLICY

Last Updated: 20/10/2025

1. Who We Are

The X Partnership Ltd (“we”, “us”, “our”) is a strategic advisory firm specialising in the delivery of the Strategic Mandate and Project X Blueprint, covering structural diagnosis, strategic architecture, commercial design, and investor-readiness advisory. We are a UK-based company and the controller of your personal data under:

- UK GDPR
- EU GDPR (for EU users)
- Privacy and Electronic Communications Regulations (PECR)
- U.S. Federal Trade Commission (FTC) data security standards (as applicable to B2B practices)

You can contact us at: hello@thexpartnership.com

2. What This Policy Covers

This Privacy Policy explains:

- What personal data we collect
- How we use it
- How we store it and the strict confidentiality measures for sensitive documents
- Your rights under GDPR and US-equivalent principles
- How we comply with international data transfer requirements

This applies to anyone who interacts with us, including those who submit the Strategic Diagnosis form.

3. Information We Collect

We collect: **Name, Email, Phone number, Job title, Company name, Annual revenue bracket, Strategic concerns, Company objectives, and Uploaded Documents** (e.g., Investor decks, P&Ls, Cap tables). We treat all uploaded materials as strictly confidential.

4. How We Use Your Data

We process your information for the specific purpose of: Strategic Diagnosis, Client Communication, and Business Administration.

- Legal Basis: Under GDPR, our legal bases are Consent (you explicitly submit information to receive a Strategic Diagnosis) and Legitimate Interest (delivering requested advisory insights and necessary B2B communications).
- No Data Sale: We do **NOT** sell, rent, or trade your data to anyone.

5. Document Confidentiality

All documents you upload (P&L, investor decks, cap tables, etc.) are handled under strict confidentiality:

- Stored in encrypted environments (at rest and in transit)
- Accessible only to essential personnel
- Never shared with third parties without explicit written permission
- You retain full ownership of all intellectual property, materials, and documents submitted.

6. Data Retention and Your Rights

We retain data only as long as required.

- Retention: Non-engagement Strategic Diagnosis submissions are retained for **12 months** unless deleted sooner upon request. Active clients are retained for the duration of engagement + 6 years (legal/tax requirement).
- Right to Erasure: Under GDPR and US-equivalent privacy principles, you have the right to request deletion of your data. If requested, we will delete all data and provide **written confirmation of permanent destruction within 30 days**.
- Right to Opt-Out (US equivalent): Since we do not sell your data, no "Do Not Sell" link is required. However, you retain the right to object to any processing under legitimate interest, which serves as your right to opt-out.

7. International Transfers

As a UK company, when we receive data from US clients, the transfer is covered by Contractual Necessity (to perform the diagnosis requested by you). For transfers of EU/UK personal data, we rely on Standard Contractual Clauses (SCCs) or the UK's adequacy regulations.

Part 2: Final Mutual Non-Disclosure Agreement (NDA)

This version includes the key clause allowing disclosure to necessary personnel and explicitly sets the jurisdiction for your US clients.

THE X PARTNERSHIP - MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

Effective Date: {{Date}}

Parties: (1) The X Partnership Ltd, ("Advisor") and (2) The individual or company submitting information ("Client")

1. Purpose

The parties wish to exchange confidential information for the purpose of: Evaluating or delivering a Strategic Diagnosis or potential strategic advisory engagement.

2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to: **Uploaded documents (P&L, investor deck, cap table, etc.), Financial data, Strategic plans, Commercial models,** and any non-public information shared by either party. Confidential Information remains the sole property of the disclosing party.

3. Obligations

Each party agrees to:

- Keep Confidential Information strictly confidential.
- Use it **solely for the Purpose defined in Section 1.**
- **Not disclose it to any third parties** without prior written permission, except to the Advisor’s essential employees, consultants, and professional advisors who **(a) have a need to know** the information for the Purpose, and **(b) are bound by confidentiality obligations** at least as restrictive as those contained herein.

4. Governing Law and Jurisdiction

- Governing Law: This agreement is governed by the laws of **England & Wales.**
- Jurisdiction: The parties agree that any disputes arising from this NDA shall be resolved **exclusively in the courts of England and Wales.**

5. Term, Exclusions, and Return

- **Term:** This NDA remains in effect for **Five (5) years** from the disclosure date (or longer for trade secrets).
- **Return or Destruction:** Upon request, each party will **return or destroy** all Confidential Information and **confirm deletion in writing.**