

Conflict of Interest — Disclosure & Working Policy

David Martins · FOXERA LTD (registered England & Wales, January 2026) · Issued before engagement, not on request

The disclosure, stated plainly. I own a small hospitality inventory and stock-control software product. If you are a hospitality technology vendor or implementation partner considering engaging me, you should know this before we talk commercially — not after. This page sets out exactly who I will and will not work with, and the controls I operate. I would rather lose an engagement at this page than have you discover it later.

1. WHO I WILL NOT WORK WITH

I decline engagements with direct competitors to my own product — companies whose core proposition is hospitality inventory, stock control or recipe costing. On request I will name the specific companies I treat as excluded and keep that list current for the duration of our engagement. If you believe you belong on that list and I have not identified you, tell me and I will treat you as excluded.

2. WHO I WILL WORK WITH, AND WHY THE CONFLICT DOES NOT ARISE

Category	Position
EPoS / POS	No conflict. Inventory is adjacent, not competing — and my product knowledge makes integration conversations faster, not riskier.
Hotel PMS	No conflict.
Workforce, scheduling, payroll	No conflict.
Bookings and reservations	No conflict.
Payments	No conflict.
Hospitality accounting and finance	No conflict.
Integration and implementation partners	No conflict, provided the specific end client is not a direct inventory competitor.
Inventory / stock control / recipe costing	Excluded. I will decline.

3. CONTROLS I OPERATE ON EVERY ENGAGEMENT

- **Separation of systems.** Client work is kept on separate accounts, storage and repositories from my own product. No shared tooling, no shared credentials.
- **No solicitation.** I will not pitch, demonstrate, mention or sell my product to your customers, your prospects or your staff — during the engagement or for 12 months afterwards.
- **Minimum necessary access.** I do not ask for your roadmap, pricing model, margin structure or customer list unless the work genuinely requires it. Where it does, I will say why, and I am content for it to be restricted.
- **No transfer of learning.** Nothing I see in your product, your methodology or your customer base informs my own product. Where an idea is genuinely yours, it stays yours.
- **Work product is yours.** Configuration, documentation, training material and process maps produced for you are assigned to you.
- **Confidentiality and non-solicitation.** I will sign narrowly drafted terms covering both, willingly.
- **Notification.** If I take on another client in your category during our engagement, I tell you before I sign, not after.

4. WHAT I WILL NOT AGREE TO

I will not sign a blanket restriction preventing all hospitality technology work, or one that requires me to discontinue my own product. A restriction has to protect a genuine interest of yours and go no further. Within that, I am flexible — on scope, on duration and on named exclusions.

5. WHY THIS IS ON THE TABLE AT ALL

Because you would find out. Hospitality technology in the UK is a small enough market that ownership of a product is discoverable at Companies House in about ninety seconds, and a conflict discovered mid-project costs you a rollout and costs me a reputation. Disclosed up front, it is a manageable term in a contract. Discovered later, it is a breach of trust — and trust is the entire product I am selling.

There is also a version of this that works in your favour. Having built and supported an inventory product, I understand what your integration partners are actually doing, why hospitality data is messy, and what a stock take looks like at 6am when the system says one thing and the shelf says another. That is the same knowledge a competitor would fear and an adjacent vendor can use.

Any question about this policy is a fair question and I will answer it directly. If you want a signed copy or a named exclusion list before commercial discussions, ask and you will have it the same day.

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