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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Company>> a [Contractor] [Consultant] [Agent] [Broker] of <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert full Address>> ("the Company")
- (2) <<Name of [Contractor] [Consultant] [Agent] [Broker]>> [a company registered in <<Country of Registration>> with Company Registration Number <<Company Registration Number>> whose registered office is at <<insert full Address>>] ("the [Contractor] [Consultant] [Agent] [Broker]")

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**WHEREAS:**

- (1) The Company carries on <<short description of business>> and wishes to engage the [Contractor] [Consultant] [Agent] [Broker] to provide the Services set out in Schedule 1.
- (2) The [Contractor] [Consultant] [Agent] [Broker] agrees to provide the Services set out in Schedule 2. In so doing, it will be acting on behalf of the Company's [customers] OR [clients].
- (3) The Company wishes to disclose certain Confidential Information to the [Contractor] [Consultant] [Agent] [Broker] (such disclosure being set out in Schedule 1) which is confidential to the Company (such disclosure being set out in Schedule 2).
- (4) The Company wishes to ensure that the Confidential Information is kept confidential and to prevent the [Contractor] [Consultant] [Agent] [Broker] from misusing or further disclosing that information without the Company's prior written authorisation.
- (5) The Company wishes to ensure that the [Contractor] [Consultant] [Agent] [Broker]'s Dealings with the Company are limited to those set out in Schedule 2 during and after its provision of the Services.
- (6) The Company is only willing to engage the [Contractor] [Consultant] [Agent] [Broker] to provide the Services if it agrees to the terms and conditions set out in Schedule 2.
- (7) In consideration of the Company's agreement to engage the [Contractor] [Consultant] [Agent] [Broker] here by agrees that the [Contractor] [Consultant] [Agent] [Broker] hereby agrees that the terms and conditions set out in Schedule 2 shall be binding as a contract between the Company and the [Contractor] [Consultant] [Agent] [Broker] and will accordingly take effect from the date of the execution of this Agreement.

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**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

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“Confidential Information”

[“Data Protection Legislation”

[“controller”  
“data controller”  
“data processor”  
“data subject”  
“personal data”  
“processing”  
“processor” and  
“appropriate technical and  
organisational measures”

“Dealings”

“Intellectual Property Rights”

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the meaning set out in Clause 2 of

applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) which forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018; and the Communications Act 2003 (Electronic Communications) as amended;]

the meanings ascribed thereto in the Data Protection Legislation;]

in connection with the interaction the [Contractor] [Agent] [Broker] may have with the [Customers] OR [clients] during the Dealings;

and all rights (whether or not registrable) subsisting in any patents, trade marks, service marks, designs, applications (and rights of those rights), trade names, internet domain names and names, copyrights, database rights, trade secrets and other secrets, rights in inventions;

whether by licence, consent, order, or otherwise in relation to a right in

of the same or similar effect or nature as paragraphs (a) and (b) which now or have subsisted; and

liability for past infringements of any of the rights;

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“Premises”

ation at which the [Contractor] [Agent] [Broker] is based or, if the [Contractor] [Consultant] [Agent] [Broker] is not based in any location the location instructions are given or, if the [Contractor] [Consultant] [Agent] [Broker] does instructions from any one location, the location of the Company;

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[“Processed Personal Data”]

onal data described in sub-Clause 8.2.3 which is to be disclosed by the [Contractor] [Consultant] [Agent] [Broker] in sub-Clause 8.2.3;

“Representatives”

on to either Party, its officers and directors, professional advisers or consultants or agents of that Party, contractors or subcontractors engaged by that Party, and any other persons to whom the other Party agrees in writing that Confidential Information may be disclosed;

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“Services”

services to be provided by the [Contractor] [Consultant] [Agent] [Broker] [as per the Service Agreement] between the Parties, attached to this Agreement in Schedule 2 (“the Service Agreement”) [as set out in Schedule 2];

[“Shared Personal Data”]

onal data described in sub-Clause 7.2.3 which is to be disclosed by the [Contractor] [Consultant] [Agent] [Broker] in sub-Clause 7.2.3;

“Territory”

geographical area within which the Services are to be provided as defined in Schedule 2 [the Service Agreement].

1.2 Unless the context otherwise requires, the following definitions apply:

reference in this Agreement to:

1.2.1 “writing”, and any communication, includes a reference to any communication in electronic or facsimile transmission or any other similar means;

reference in this Agreement to any communication in electronic or facsimile transmission or any other similar means;

1.2.2 a statute or regulation means a reference to that statute or regulation in force at the relevant time;

reference is a reference to that statute or regulation in force at the relevant time;

1.2.3 “this Agreement” means this Agreement and each of the Schedules attached to this Agreement;

this Agreement and each of the Schedules attached to this Agreement;

1.2.4 a Schedule means a Schedule to this Agreement; and

Agreement; and

1.2.5 a Clause or paragraph means a Clause or paragraph of a Schedule (other than the Schedule to which it relates);

reference to a Clause of this Agreement is a reference to a Clause of this Agreement and to a paragraph of the relevant Schedule.

1.2.6 a “Party” or “Parties” means the Parties to this Agreement.

Parties to this Agreement.

1.3 The headings used in this Agreement shall have no effect upon the interpretation of this Agreement.

for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

include the plural and vice versa.

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1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Confidential Information

2.1 For the purposes of this Clause, "Confidential Information" shall be the information outlined in the Schedule of Confidential Information designated at or before the time of disclosure by the Parties as Confidential, and any other information that falls within the definition of Confidential Information set out below in this Clause 2. This includes:

2.1.1 [the fact that the Parties are in discussions or negotiations are taking place between the Parties or the status of such discussions and negotiations] or [Contractor] [Consultant] [Agent] [Broker] is to provide the Services;

2.1.2 [the existence of any Confidential Information];

2.1.3 any and all Confidential Information relating to:

- a) the business, operations, or suppliers of the Company;
- b) the Confidential Information, product information, trade secrets, know-how, or other Confidential Information of the Company; and

2.1.4 further information, or findings derived from the Confidential Information.

2.2 The definition of Confidential Information set out above shall apply whether or not the Confidential Information is commercially (or other) sensitive in nature, and in whatever form the Confidential Information exists or is communicated.

2.3 Information shall not be Confidential Information if and to the extent that any Confidential Information in Clause 10 apply.

3. [Contractor] [Consultant] [Agent] [Broker] Confidentiality Obligations

3.1 The Company has no interest in all Confidential Information that it discloses to [Contractor] [Consultant] [Agent] [Broker] after the Parties enter into the Agreement.

3.2 The [Contractor] [Consultant] [Agent] [Broker] shall, subject to the provisions of Clause 10, at all times keep Confidential Information secret and confidential and shall not disclose, use, exploit, or otherwise make available Confidential Information directly or indirectly for any purpose other than the provision of the Services without the prior written consent of the Company. Such obligations shall not be limited to:

3.2.1 disclosing, verbally or in writing, or otherwise making available Confidential Information to any person except as expressly permitted in writing;

3.2.2 copying or creating any copies of Confidential Information except to the extent necessary for providing the Services. Any such copies shall be destroyed by [Contractor] [Consultant] [Agent] [Broker] when no longer required by the Company;

3.2.3 reproducing, publishing, or otherwise disclosing (in whole or in part) any part of the Confidential Information, or otherwise disclosing any Confidential Information or otherwise undisclosed aspects

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of the Confidential Information, including, but not limited to, related

3.2.4 using the Confidential Information to procure (or attempt to procure) any commercial advantage for the Contractor, [Broker], or a commercial disadvantage to the Company

3.2.5 carrying out research and development, or making any inventions, furthering or promoting any registered Intellectual Property Rights from the Confidential Information;

3.2.6 <<add further uses as required>>.

3.3 The Contractor [Broker] shall take all reasonable organisational, physical, technical and administrative measures proposed by the Company (from time to time) to preserve the Confidential Information.

3.4 The Contractor [Broker] shall keep written records of:

3.4.1 any Confidential Information received from the Company as a

3.4.2 any copies of Confidential Information.

3.5 Upon the termination or expiration of the Agreement for any reason, following the completion of the Agreement, on demand by the Company, the Contractor [Broker] shall return all Confidential Information forthwith to the Company and shall further provide a certificate to the Company certifying that the Confidential Information have been made or retained only for the purpose of complying with the termination or expiration of the Agreement. [Contractor] [Consultant] [Agent] may retain one copy of the Confidential Information for the purpose of enabling it to continue to comply with the termination or expiration of the Agreement that may extend beyond its

3.6 Nothing in this Agreement shall prevent the Contractor [Broker] from using Confidential Information in the course of providing Confidential Information to other Representatives prior to, or in the

**4. Storage of Confidential Information**

4.1 The Contractor [Broker] shall ensure that the Confidential Information shall be stored only on computers or devices at [its premises location(s)]. The Confidential Information shall not be stored on any server of any kind. Confidential Information shall be stored only on [its premises location(s)] OR [that received from [its premises] OR [that received from

4.2 Where the Contractor [Broker] holds the Confidential Information in hardcopy form, it shall be stored in a locked cabinet when not in use.

4.3 Where the Contractor [Broker] holds the Confidential Information electronically, it shall be stored only on computers or devices at [its premises location(s)]. The Confidential Information shall not be stored on any server of any kind. Confidential Information shall be stored only on [its premises location(s)] OR [that received from [its premises] OR [that received from

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Information stored on [computers or devices] [may be networked to any applicable computer system or the internet] OR [may be stored on any computer system, but confined solely to [a] [computer or device]. Furthermore, the [computer or device] shall not be connected to any other computer system [or network] [or the internet]. The [computer or device] shall be protected using [a] password[s] [or other security measures] [or other security measures] authorised to access the Confidential Information. When [computers or devices] used to store Confidential Information must be stored in a locked cabinet.

4.4 The Company shall have the right to access and inspect the location[s] at which the [Contractor] [Consultant] [Agent] [Broker] is to hold the Confidential Information upon [a] [period] written notice. If the Company is not satisfied with the performance of the [Contractor] [Consultant] [Agent] [Broker]'s services, it shall have the right to request any such reasonable changes as it may deem necessary to satisfy the requirements of the Agreement.

## 5. Permitted Disclosure

5.1 The [Contractor] [Consultant] [Agent] [Broker] may disclose to its Representatives such Confidential Information as is reasonably necessary for the performance of its duties, provided that:

5.1.1 it informs the Company of the confidential nature of the Confidential Information to be disclosed;

5.1.2 it obtains from the Company written undertakings to the effect that the Confidential Information shall be held on [essentially] the same terms as this Agreement and are binding upon those Representatives to whom the Confidential Information is disclosed upon the [Contractor] [Consultant] [Agent] [Broker]; and

5.1.3 it keeps a record of the Confidential Information disclosed and to whom it is disclosed.

5.2 The [Contractor] [Consultant] [Agent] [Broker] shall be liable for the acts or omissions of such Representatives in respect to the Confidential Information as if they were the acts or omissions of the [Contractor] [Consultant] [Agent] [Broker], whether or not the [Contractor] [Consultant] [Agent] [Broker] has complied with sub-C

## 6. Mandatory Disclosure

6.1 Subject to the provisions of sub-C 6.2, the [Contractor] [Consultant] [Agent] [Broker] may disclose Confidential Information only to the extent that such disclosure is required by a court of competent jurisdiction, or by any governmental, regulatory or taxation authority of competent jurisdiction for such disclosure.

6.2 Prior to disclosure under sub-C 6.1, the [Contractor] [Consultant] [Agent] [Broker] shall, to the extent permitted by law, notify the Company in writing in advance of such disclosure that such disclosure is not permitted by law, the

[Contractor] [Consultant] [Agent] shall, to the extent permitted by law, inform the Company of the circumstances surrounding it as soon as is reasonable after the disclosure has taken place.

7. **[Disclosure of Personal Data]**

7.1 The Confidential Information is to be disclosed to [Contractor] [Consultant] [Agent] [Broker]. Schedule [X] of Shared Personal Data it relates, the scope of the data and the duration of the sharing.

7.2 This Clause 7 establishes the obligations of [Contractor] [Consultant] [Agent] [Broker] for the sharing of the Shared Personal Data between the Company and the other Party.

7.3 Both Parties shall acknowledge and respect the rights of data subjects under the Data Protection Legislation. Any measure taken by either Party shall, if not required by the other Party, give the other Party immediate effect.

7.4 With respect to the transfer of the Shared Personal Data, the Company shall ensure it has in place appropriate safeguards for the transfer of the Shared Personal Data.

7.5 With respect to the processing of Shared Personal Data, the [Contractor] [Consultant] [Agent] [Broker] shall:

7.5.1 not disclose the Shared Personal Data to any third parties;

7.5.2 process the Shared Personal Data only to the extent reasonably necessary for the provision of the Services;

7.5.3 ensure that the Shared Personal Data is to be processed in accordance with the contractual obligations in relation to confidentiality and that are imposed upon the [Contractor] [Consultant] [Agent] [Broker] by this Agreement;

7.5.4 ensure that appropriate technical and organisational measures (as reviewed and approved by the Company, to prevent unauthorised or unlawful processing or destruction of, or damage to, the Shared Personal Data, and to safeguard the state of technological development) are in place to prevent any such measures; and

7.5.5 not transfer the Shared Personal Data outside of the UK.

7.6 The Parties shall assist each other in complying with their respective obligations under applicable legislation. Such assistance shall include, but not be limited to, the following:

**Sharing**

7.1 The Company shall disclose certain Shared Personal Data which is to be disclosed to [Contractor] [Consultant] [Agent] [Broker]. Schedule [X] of personal data comprising the [Categories] of data subject to whom processing to be carried out, and the duration of the sharing.

7.2 This Clause 7 establishes the obligations of [Contractor] [Consultant] [Agent] [Broker] for the sharing of the Shared Personal Data between the Company and the other Party.

7.3 Both Parties shall acknowledge and respect their obligations as data controllers under applicable requirements under the Data Protection Legislation. Any measure taken by either Party shall, if not required by the other Party, give the other Party immediate effect.

7.4 With respect to the transfer of the Shared Personal Data, the Company shall ensure it has in place appropriate safeguards for the transfer of the Shared Personal Data.

7.5 With respect to the processing of Shared Personal Data, the [Contractor] [Consultant] [Agent] [Broker] shall:

7.5.1 not disclose the Shared Personal Data to any third parties;

7.5.2 process the Shared Personal Data only to the extent reasonably necessary for the provision of the Services;

7.5.3 ensure that the Shared Personal Data is to be processed in accordance with the contractual obligations in relation to confidentiality and that are imposed upon the [Contractor] [Consultant] [Agent] [Broker] by this Agreement;

7.5.4 ensure that appropriate technical and organisational measures (as reviewed and approved by the Company, to prevent unauthorised or unlawful processing or destruction of, or damage to, the Shared Personal Data, and to safeguard the state of technological development) are in place to prevent any such measures; and

7.5.5 not transfer the Shared Personal Data outside of the UK.

7.6 The Parties shall assist each other in complying with their respective obligations under applicable legislation. Such assistance shall include, but not be limited to, the following:



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7.6.1 providing the contact details of its data protection officer and/or its Representatives as a point of contact for the Data Protection Legislation, including, but not limited to, the handling of data breaches;

contact details of its data protection officer and/or its Representatives as a point of contact for the Data Protection Legislation, including, but not limited to, the handling of data breaches;

7.6.2 consulting with the Data Protection Officer and the Shared Personal Data;

respect to information and notices provided to the Data Protection Officer and the Shared Personal Data;

7.6.3 informing the Data Protection Officer of the receipt of data subject access requests and providing assistance in complying with the same;

the receipt of data subject access requests and providing assistance in complying with the same;

7.6.4 not disclosing any Shared Personal Data in response to a subject request without prior consultation with the other Party, where reasonably possible;

disclosing any Shared Personal Data in response to a subject request without prior consultation with the other Party, where reasonably possible;

7.6.5 assisting the [Party] in respect of a subject request;

at the cost] OR [at the cost of the other Party] in respect of a subject request;

7.6.6 assisting the [Party] in compliance with the Data Protection Legislation, including impact assessments, breach notifications, and reporting to the Information Commissioner's Office and any relevant supervisory authorities or regulators;

at the cost] OR [at the cost of the other Party] in compliance with the Data Protection Legislation, including impact assessments, breach notifications, and reporting to the Information Commissioner's Office and any relevant supervisory authorities or regulators;

7.6.7 notifying the Data Protection Officer of a breach of the Data Protection Legislation;

breach of the Data Protection Legislation;

7.6.8 notifying the Data Protection Officer of a personal data breach affecting the Shared Personal Data;

personal data breach affecting the Shared Personal Data;

7.6.9 using compatible processing of the Shared Personal Data in order to;

processing of the Shared Personal Data in order to;

7.6.10 deleting or anonymising Shared Personal Data at the expiry of this clause or any applicable period;

at the cost of the other Party, the Shared Personal Data at the expiry of this clause or any legal requirement to retain any Shared Personal Data;

7.6.11 maintaining accurate and up-to-date records and other information in accordance with this Clause 7.

and accurate records and other information in accordance with this Clause 7.

7.7 Each Party shall indemnify and hold the other Party harmless from all liabilities, costs, expenses, damages, and loss (including consequential loss of business opportunity, loss of reputation, and all other losses) suffered or incurred by the indemnifying Party with the Data Protection Legislation, and the indemnifying Party shall provide the indemnifying Party with the circumstances and details of the claim, and shall cooperate with the claim, and shall manage, defend, and/or settle the claim.]

Each Party shall indemnify and hold the other Party harmless from all liabilities, costs, expenses, damages, and loss (including consequential loss of business opportunity, loss of reputation, and all other losses) suffered or incurred by the indemnifying Party with the Data Protection Legislation, and the indemnifying Party shall provide the indemnifying Party with the circumstances and details of the claim, and shall cooperate with the claim, and shall manage, defend, and/or settle the claim.]

8. [Disclosure of Personal Data Processing]

Processing

8.1 The Confidential Information which is to be disclosed to the [Contractor] [Consultant]

certain Processed Personal Data to the [Contractor] [Consultant]

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[Agent] [Broker] to [Contractor] [Consultant] [Agent] [Broker] on the Co course of providing the Services. Schedule 3 sets out the Personal Data, the al data comprising the Processed [Contractor] [Consultant] [Agent] [Broker] of data subject to whom it relates, the scope, the processing to be carried out, and the duration of the p

8.2 This Clause 8 estab for the processing of the Processed Personal Data by th [Contractor] [Consultant] [Agent] [Broker] in its capacity as a data process company in its capacity as a data controller. The Proc shall be disclosed by the Company to the [Contractor] [Consultant] [Agent] [Broker] only to the extent reasonably necessary for the p

8.3 Each Party shall co their respective obligations as data controller and data ts of data subjects, and all other applicable requirem protection Legislation. This Clause 8 is in addition to, a remove, or replace either Party's obligations under th lation. Any material breach of the Data Protection Le ty shall, if not remedied within <<insert period>> of the other Party, give the other Party grounds to terminat immediate effect.

8.4 Without prejudice to sub-Clause 8.3, the Company shall ensure it has in pla and consents in order to enable the lawful transfer of the data to the [Contractor] [Consultant] [Agent] [Broker] for es of this Agreement.

8.5 Without prejudice to sub-Clause 8.3, the [Contractor] [Consultant] [Agent] [Broker] respect to the Processed Personal Data and its provisio

8.5.1 process the data only on the written instructions of the Comp [Contractor] [Consultant] [Agent] [Broker] is otherwise Pro Processed Personal Data by law. The [Contractor] [Consultant] [Agent] [Broker] shall promptly notify the Company of prohibited from doing so by law;

8.5.2 ensure that appropriate technical and organisational measures (a as reviewed and approved by the Company, to authorised or unlawful processing of, and again for destruction of, or damage to, the Processed P regard to the state of technological development enting any such measures;

8.5.3 ensure that data subjectives to whom the Processed Personal Da subject to contractual obligations in relation data protection that bind those Representat ntially the same as the obligations imposed up [Contractor] [Consultant] [Agent] [Broker] by this Agreement;

8.5.4 not transfer Personal Data outside of the UK;

8.5.5 assist the C OR [at the cost of the Company] in complying er the Data Protection Legislation relating to ments, breach notifications, and consultations. mmissioner's Office and any other applicable st regulators;

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8.5.6 inform the Company of data subject access requests and providing assistance in complying with the same;

8.5.7 not disclose any Processed Personal Data in response to a request without prior consultation with the Company, where reasonably possible;

8.5.8 assist the Company in responding to a data subject request; **OR** [at the cost of the Company] [provide] [such] [data] [subject] [request];

8.5.9 notify the Company of the Data Protection Legislation without undue delay;

8.5.10 notify the Company of a personal data breach affecting the Company's Processed Personal Data without undue delay;

8.5.11 delete or rectify any Processed Personal Data of the Company, the Processed Personal Data in accordance with any legal requirement to retain any applicable provisions;

8.5.12 maintain all records and accurate records and other information in accordance with this Clause 8.

8.6 The [Contractor] [Company] [Agent] [Broker] shall not sub-contract the processing of the Personal Data to a third-party processor [without the prior written consent of the Company];

8.7 [Where the Company appoints a third-party processor under sub-Clause 8.6, the Company shall enter into a written agreement with the third-party processor incorporating the terms which are set out in the Schedule. The [Contractor] [Company] shall remain fully liable for all acts or omissions of any third-party processor or so appointed.]

8.8 Either Party may, at least <<insert period>> notice, alter this Clause 8, replacing it with similar terms that form part of a certification scheme. Such terms shall apply and replace the current terms of this Agreement.

8.9 Each Party shall indemnify the other Party against all liabilities, costs, expenses, damages, and losses (including consequential loss of business opportunity, loss of reputation, and all legal costs (calculated on a full indemnity basis) and professional costs and expenses) suffered or incurred by the Party arising out of or in connection with the indemnifying Party's breach of the Data Protection Legislation. The indemnifying Party shall provide the indemnified Party with such claim, full information about the circumstances of the claim, and reasonable assistance in dealing with the claim, and manage, defend, and/or settle the claim.]

9. **Proprietary Rights**

9.1 The Confidential Information and Intellectual Property Rights subsisting therein shall remain the property of the Company (or its licensors, as appropriate) and shall not be disclosed to the [Contractor] [Company] [Agent] [Broker] shall not confer upon the [Contractor] [Company] any rights whatsoever in any part of

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the Confidential Information of the Company. 9.2 The Intellectual Property Rights of the Company shall vest in and be owned by the Company's Intellectual Property Rights.

in any and all works created by the [Contractor] [Consultant] [Agent] [Broker] in the course of providing the Services to the Company. The [Contractor] [Consultant] [Agent] [Broker] shall, at the request of the Company, take all necessary steps and execute all necessary documents and other documents as the Company may reasonably require to ensure that all such Intellectual Property Rights are properly protected and for the registration or protection of such Intellectual Property Rights.

## 10. Exceptions to Non-Disclosure

The obligations set out in this Agreement shall not apply to Confidential Information that:

is already in the possession of, the [Contractor] [Consultant] [Agent] [Broker] at the time of its disclosure by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.1 is already in the possession of, the [Contractor] [Consultant] [Agent] [Broker] at the time of its disclosure by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.2 is in, or comes into, or is derived from, the public domain;

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.3 is received by the [Contractor] [Consultant] [Agent] [Broker] from a third party from whom the [Contractor] [Consultant] [Agent] [Broker] has received a confidentiality receipt is not of itself a breach of this Agreement between that third party and the Company;

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.4 is, prior to disclosure, already in the possession of the [Contractor] [Consultant] [Agent] [Broker] having been independently developed by the [Contractor] [Consultant] [Agent] [Broker];

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.5 is disclosed to the [Contractor] [Consultant] [Agent] [Broker] by a third party from whom the [Contractor] [Consultant] [Agent] [Broker] has received a confidentiality receipt is not of itself a breach of this Agreement between that third party and the Company;

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.6 is approved by the Company;

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.7 is declared by the Company to no longer be confidential;

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.8 is required to be disclosed by the [Contractor] [Consultant] [Agent] [Broker] under the Freedom of Information Act 2000; or

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

10.1.9 is required to be disclosed by a government authority or a court of competent jurisdiction, or by any other authority, provided that the [Contractor] [Consultant] [Agent] [Broker] notifies the Company in writing of such requirement as soon as practicable.

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

## 11. [Customers] OR [Clients]

11.1 Subject to sub-Clause 11.1, the [Contractor] [Consultant] [Agent] [Broker] shall not, during the period of <<insert period>> following the completion of the Services, solicit any of the Company's [customers] OR [clients] if the [Contractor] [Consultant] [Agent] [Broker] has had Disclosure of Confidential Information prior to the date of the completion of the Services.

through any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker] is free of any obligations with respect to it;

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Agreement] [or any other agreement] [Contractor] [Company]

[customers] OR [clients] of which [Contractor] has knowledge].

11.2 The restriction in section 11.1 shall apply on a per-[client] basis by [Contractor] [Company] [Contractor] [Company] unreasonably withheld or delayed the sharing of the [customer]

waived on a per-[customer] OR [Contractor] [Company] on written request from the [Contractor] [Company], such consent not to be given if it shall violate any prior agreement between [Contractor] [Company] and the Company as to the sharing of the [customer]

12. **Term**

12.1 This Agreement shall be subject to the terms of confidentiality [Contractor] [Company] Agreement shall continue in force and effect unless extended by the [Contractor] [Company] [indefinitely] or as otherwise agreed in writing subject only to the effect of the termination or expiry of this Agreement

<insert date>> and the obligations of non-solicitation set out in this Agreement (at Clause 11), Clauses 10 and 11.

12.2 As fully detailed in Clause 11, [Contractor] [Company] Agreement for any period of time, [Contractor] [Company] [Broker] shall return all copies of the Agreement and ensure that no copies are made, distributed or allowed, allowing one copy to be retained for [Contractor] [Company] advisor, legal department or other personnel

the termination or expiry of this Agreement, [Contractor] [Company] completion of the Services or, if the Agreement is terminated by [Contractor] [Company] [Contractor] [Company] [Consultant] [Agent] [Broker] to the Company and shall ensure that no copies are made, distributed or allowed [(save for the limited exception set out in Clause 11)] to [Contractor] [Company] <insert responsible party, e.g. legal department or other personnel>

13. **Enforcement and Indemnification**

13.1 Both Parties hereby agree that the remedies available in law or in equity would not be an adequate remedy for the breach of this Agreement by [Contractor] [Company] [Broker] of this Agreement

damages alone would not be an adequate remedy for the breach of this Agreement by [Contractor] [Company] [Agent] [Broker] of this Agreement

13.2 The Company shall retain all rights and remedies which may be available in law or in equity, including the remedies of injunction, specific performance, and damages, in respect of any breach of this Agreement by [Contractor] [Company] [Contractor] [Company], actual or threatened.

and all other rights and remedies available in law or in equity, including the remedies of injunction, specific performance, and damages, in respect of any breach of this Agreement by [Contractor] [Company] [Contractor] [Company], actual or threatened.

13.3 In addition to any rights and remedies available in law or in equity to which either Party may be entitled, [Contractor] [Company] Party may be entitled to indemnify the other Party against all liabilities, damages, and losses (including, but not limited to, any direct and consequential losses, loss of profit, loss of business opportunities, and all interest, penalties, and legal costs (calculated on a full cost basis) and all other reasonable costs (including, but not limited to, professional costs) incurred or incurred by the indemnified Party arising out of or in connection with the breach of the Data Protection Agreement (the "Data Protection Agreement") [8.9]) provided that the indemnified Party gives prompt notice of a claim giving rise to the claim to the indemnifying Party, and the indemnifying Party has the sole authority to negotiate, defend, and settle the claim.

at law or in equity to which either Party agrees to indemnify the other Party against all liabilities, damages, and losses (including, but not limited to, any direct and consequential losses, loss of profit, loss of business opportunities, and all interest, penalties, and legal costs (calculated on a full cost basis) and all other reasonable costs (including, but not limited to, professional costs) incurred or incurred by the indemnified Party arising out of or in connection with the breach of the Data Protection Agreement (the "Data Protection Agreement") [8.9]) provided that the indemnified Party provides the indemnifying Party with prompt notice of a claim giving rise to the claim, and the indemnifying Party has the sole authority to negotiate, defend, and settle the claim.

14. **No Further Obligation**

The Company shall not have any obligation to enter into any further transaction

to enter into any further transaction

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or agreement with the [Contractor] [Agent] [Broker] or to provide any, or any particular, information to the [Contractor] [Agent] [Broker].

15. **No Partnership or Agency**

15.1 Nothing in this Agreement shall constitute or create any partnership or joint venture between the Parties, nor shall either Party be deemed the agent of the other Party, or authorised to make any commitments for or on behalf of the other Party.

15.2 Each Party hereby represents and warrants that it is acting on its own behalf and not for the benefit of any other person or entity.

16. **Non-Assignment of Agreement**

Neither Party may assign, subcontract, or in any other manner make available to any third party any of its obligations under this Agreement without the prior written consent of the other Party, which consent not to be unreasonably withheld.

17. **Entire Agreement**

This Agreement contains the entire understanding between the Parties with respect to its subject matter and may not be amended or modified by any instrument in writing signed by the duly authorised representative of either Party.

18. **Variation**

No variation of or addition to the terms of this Agreement shall be effective unless in writing signed by each of the Parties or by their duly authorised representatives.

19. **No Waiver**

No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

20. **Severance**

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that or those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

21. **Communication**

21.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

21.2 Notices shall be deemed to have been given:

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21.2.1 when delivered by a registered messenger or other messenger (including a registered business messenger) during business hours of the recipient; or

21.2.1 when delivered by a registered messenger (including a registered business messenger) during business hours of the recipient; or

21.2.2 when sent, by electronic mail or email and a successful transmission is generated; or

21.2.2 when sent, by electronic mail or email and a successful transmission is generated; or

21.2.3 on the fifth business day following mailing, if mailed by national ordinary mail; or

21.2.3 on the fifth business day following mailing, if mailed by national ordinary mail; or

21.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid; or

21.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid; or

21.3 All notices under this Agreement shall be addressed to the most recent address, facsimile number or e-mail address notified to the other Party.

21.3 All notices under this Agreement shall be addressed to the most recent address, facsimile number or e-mail address notified to the other Party.

**22. Third Party Rights**

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**23. Law and Jurisdiction**

23.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with it or its performance or non-performance) shall be governed by, and construed in accordance with, the law of England and Wales.

23.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with it or its performance or non-performance) shall be governed by, and construed in accordance with, the law of England and Wales.

23.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it or its performance or non-performance) shall be referred to and determined by the courts of England and Wales.

23.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it or its performance or non-performance) shall be referred to and determined by the courts of England and Wales.

SIGNED for and on behalf of the Company  
<<Name and Title of person signing>>

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\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED for and on behalf of the [ ]  
<<Name and Title of person signing>>

[Agent] [Broker] by:  
[Consultant] [Agent] [Broker]>>

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\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

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**The Confidential Information**

<<Insert outline description and ar  
the Company to the [Contractor] [C

tial Information to be disclosed by  
er]>>

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**[The Services**

<<Insert a detailed statement describing the Confidential Information to be disclosed and the ways in which the Confidential Information>>

which the Confidential Information [Consultant] [Agent] [Broker] may

**OR**

**[The Services**

<<Attach a copy of the agreement [Agent] [Broker] under which the Services>>]

and the [Contractor] [Consultant] [Agent] [Broker] is to provide the

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**1. Personal Data [Sharing] OR [Processing]**

**Scope**

<<Insert description of the scope of the processing to be carried out>>.

**Nature**

<<Insert description of the nature of the processing to be carried out>>.

**Purpose**

<<Insert description of the purpose of the processing and/or processing is to be carried out>>.

**Duration**

<<Insert details of the duration of the processing>>.

**2. Types of Personal Data**

<<List the types of personal data to be processed>>.

**3. Categories of Data Subject**

<<List the categories of data subject>>.

**4. Organisational and Technical Measures**

<<Describe the organisational and technical measures implemented>>.]

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**The Territory**

<<Insert a detailed description of  
remove this schedule, adjusting th

the Services are to be provided or  
>>]

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