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CONFIDENTIALITY, NON-CO

SOLICITATION 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>> under Company Registration Number>> whose registered office is at <<insert full Address>> ("the [Contractor] [Consultant] [Agent] [Broker]")

WHEREAS:

- (1) The Company carries on [a business] [a business of the description of business set out in Schedule 1] and wishes to engage the [Contractor] [Consultant] [Agent] [Broker] to provide the Services set out in Schedule 2.
- (2) The [Contractor] [Consultant] [Agent] [Broker] has agreed to provide the Services set out in Schedule 2. In so doing, it will be acting as the Company's [customers] [clients].
- (3) The Company wishes to obtain certain Confidential Information from the [Contractor] [Consultant] [Agent] [Broker] (such disclosure of Confidential Information being necessary for the purposes of the Services set out in Schedule 2).
- (4) The Company wishes to ensure that Confidential Information is kept confidential and to prevent the [Contractor] [Consultant] [Agent] [Broker] from misusing or further disclosing that information without its authorisation.
- (5) The Company wishes to ensure that the [Contractor] [Consultant] [Agent] [Broker]'s dealings with the Company are confidential during and after its provision of the Services.
- (6) The Company is only willing to provide the Services if it is satisfied that the [Contractor] [Consultant] [Agent] [Broker] will not disclose Confidential Information to the Company.
- (7) In consideration of the Company's agreement to provide the Services, the [Contractor] [Consultant] [Agent] [Broker] hereby agrees that it will keep Confidential Information subject to, and in accordance with, the terms of this Agreement which will accordingly take effect and be binding as a contract.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

“Competitor”

“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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organisation, individual, partnership, or company that carries on business similar to or the same as the Contractor is not in any way affiliated with the Contractor;

the meaning set out in Clause 2 of the Schedule;

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 as amended;]

the meanings ascribed thereto in the Schedule to the Legislation;]

in connection with the interaction between the [Contractor] and the [Client] [Agent] [Broker] may have with the Contractor's 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, business names, internet domain names and addresses, copyrights, database rights, trade secrets and other secrets, rights in inventions;

whether licences, consents, orders, or otherwise in relation to a right in the Intellectual Property Rights;

of the same or similar effect or nature as the Intellectual Property Rights in paragraphs (a) and (b) which now or have previously subsisted; and

liability for past infringements of any of the Intellectual Property Rights;

“Premises”

[“Processed Personal Data”]

“Representatives”

“Services”

[“Shared Personal Data”]

“Territory”

1.2 Unless the context of

1.2.1 “writing”, and
communication, or
similar means

1.2.2 a statute or
provision as

1.2.3 “this Agreement”
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or
(other than t

1.2.6 a “Party” or t

**1.3 The headings used
no effect upon the in**

1.4 Words imparting the

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

onal data described in sub-Clause
e 3 which is to be disclosed by the
[Contractor] [Consultant] [Agent]
sub-Clause 8.2;]

on to either Party, its officers and
professional advisers or consultants
se that Party, contractors or sub-
aged by that Party, and any other
the other Party agrees in writing
Confidential Information may be

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

onal data described in sub-Clause
e 3 which is to be disclosed by the
[Contractor] [Consultant] [Agent]
sub-Clause 7.2;]

graphical area within which the
to be provided as defined in
[the Service Agreement].

reference in this Agreement to:

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onic or facsimile transmission or

e is a reference to that statute or
at the relevant time;

this Agreement and each of the
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graph of the relevant Schedule.

parties to this Agreement.

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clude the plural and vice versa.

- 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 Confidentiality Agreement designated at or before the time of disclosure by the Company as Confidential, and any other information designated as Confidential out below in this Clause 2. This includes:
- 2.1.1 [the fact that the Parties are taking place between the Parties and the status of such discussions and negotiations] [Contractor] [Consultant] [Agent] [Broker] is to provide the Confidential Information;
- 2.1.2 [the existence of the Confidential Information];
- 2.1.3 any and all Confidential Information relating to:
- a) the business, products, or suppliers of the Company;
 - b) the Confidential Information, trade secrets, or findings derived from the Confidential Information;
- 2.1.4 further information or findings derived from the Confidential Information.
- 2.2 The definition of Confidential Information 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 of the exceptions 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 Confidentiality 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 to any person or the whole of the Confidential Information for purposes 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 otherwise making available any part of the Confidential Information to any person except as expressly permitted;
- 3.2.2 copying or otherwise making available any part of the Confidential Information for providing the Services. Any such copies shall be destroyed by [Contractor] [Consultant] [Agent] [Broker] when no longer needed by the Company;
- 3.2.3 reproducing, in any form (including electronic) any part of the Confidential Information, or otherwise disclosing any Confidential Information, or otherwise undisclosed aspects of the Confidential Information.

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making any inventions, further
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Confidential Information;

as required>>.

roker] shall take all reasonable measures [(including any reasonable time to time)] to preserve the al Information.

er] shall keep written records of:

ived from the Company as a

Confidential Information.

ment for any reason, following the demand by the Company, the [r] shall return all Confidential Information and shall further provide a certificate to the Company that the Confidential Information have been destroyed, with the limited exception that the [r] may retain one copy of the Confidential Information for the purpose of enabling it to continue to provide legal advice to the Company, e.g. legal advisor, for the purpose of enabling it to continue to provide legal advice to the Company that may extend beyond its

[Contractor] [Consultant] [Agent]
 experience acquired by the [Contractor]
 Representatives prior to, or in the

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[Broker] shall ensure that the premises at <<insert address>>] at any time allow the Confidential moved from [its premises] **OR** [that

t] [Broker] holds the Confidential
ed in a locked cabinet when not in

t] [Broker] holds the Confidential Information shall be stored only on computers or devices] at [its premises location(s)>>]. The Confidential server of any kind. Confidential



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Information stored on [computers or devices] [may be not be stored on applicable computer or devices], provided it is not accessible via the internet] OR [may be stored on applicable computer or devices] confined solely to [the Company's internal network]. Furthermore, the [computers or devices] shall not be connected to any other network [or the Internet]. The [Computers or devices] on which the Confidential Information is stored shall be protected using [a] password[s] and shall be authorised to access the Confidential Information. When [Computers or devices] used to store Confidential Information must be stored in a locked cabinet.

[Computers or devices] OR [local computers or devices] OR [local area network to which the Confidential Information is stored], provided it is not accessible via the internet] OR [those computers or devices]. [Computers or devices] shall not be connected to any other network while storing the Confidential Information. The [Computers or devices] on which the Confidential Information is stored shall be protected using [a] password[s] and shall be 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 written notice. If the [Contractor] [Consultant] [Agent] [Broker] is not satisfied with the Company's inspection, the Company is not satisfied with the [Contractor] [Consultant] [Agent] [Broker]'s satisfaction, the Company shall have the right to request any further information as it may deem necessary to satisfy the requirements of the Agreement.

Access and inspect the location[s] at which the [Contractor] [Consultant] [Agent] [Broker] is to hold the Confidential Information upon written notice. If the [Contractor] [Consultant] [Agent] [Broker] is not satisfied with the Company's inspection, the Company is not satisfied with the [Contractor] [Consultant] [Agent] [Broker]'s satisfaction, the Company shall have the right to request any further information 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:

[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;

5.1.1 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 disclosed on the same terms as this Agreement and are binding upon those Representatives to whom the Confidential Information is disclosed;

5.1.2 it obtains from the Company written undertakings to the effect that the Confidential Information shall be disclosed on the same terms as this Agreement and are binding upon those Representatives to whom the Confidential Information is disclosed;

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

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

- 5.2 The [Contractor] [Consultant] [Agent] [Broker] shall be liable for the acts or omissions of such Representatives 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

5.2 The [Contractor] [Consultant] [Agent] [Broker] shall be liable for the acts or omissions of such Representatives 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 this Agreement, the [Contractor] [Consultant] [Agent] [Broker] may disclose Confidential Information only to the extent that such disclosure is required by any government authority, court of competent jurisdiction, or regulatory or taxation authority of any country, in connection with such disclosure.

6.2, the [Contractor] [Consultant] [Agent] [Broker] may disclose Confidential Information only to the extent that such disclosure is required by any government authority, court of competent jurisdiction, or regulatory or taxation authority of any country, in connection with such disclosure.

- 6.2 Prior to disclosure of Confidential Information, the [Contractor] [Consultant] [Agent] [Broker] shall, to the extent permitted by law, notify the Company in writing in advance of such disclosure.

6.2 Prior to disclosure of Confidential Information, the [Contractor] [Consultant] [Agent] [Broker] shall, to the extent permitted by law, notify the Company in writing in advance of such disclosure.

[Contractor] [Consultant] [Agent] shall, to the extent permitted by law, inform the Company of the circumstances surrounding it as soon as is reasonably practicable 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 1 sets out the categories of Shared Personal Data it relates, the scope of the processing, and the duration of the processing.

7.2 This Clause 7 sets out the obligations of the Parties for the sharing of the Shared Personal Data between the Parties as data controllers. The Shared Personal Data shall be disclosed to the [Contractor] [Consultant] [Agent] [Broker] only where it is reasonably necessary for the provision of the Services.

7.3 Both Parties shall adhere to their obligations as data controllers and the rights of data subjects 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 processing of 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 protect against 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;

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 Shared Personal Data which is to be disclosed to [Contractor] [Consultant] [Agent] [Broker] shall comprise the categories of personal data comprising the categories of data subject to whom the processing to be carried out, and the duration of the processing.

7.2 This Clause 7 sets out the obligations of the Parties for the sharing of the Shared Personal Data between the Parties as data controllers. The Shared Personal Data shall be disclosed to the [Contractor] [Consultant] [Agent] [Broker] only where it is reasonably necessary for the provision of the Services.

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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 protect against 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;

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;

7.6.2 consulting with the other Party in respect to information and notices provided to or received from the Shared Personal Data;

7.6.3 informing the other Party of the receipt of data subject access requests and providing reasonable 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;

7.6.5 assisting the other Party in response to a subject request, at the cost of the other Party] OR [at the cost of the other Party];

7.6.6 assisting the other Party in compliance with the Data Protection Legislation, including impact assessments, breach notifications, and consultations with the Information Commissioner's Office and any relevant advisory authorities or regulators;

7.6.7 notifying the other Party of a breach of the Data Protection Legislation;

7.6.8 notifying the other Party of a personal data breach affecting the Shared Personal Data, without undue delay;

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

7.6.10 deleting or anonymizing Shared Personal Data at the request of the other Party, the Shared Personal Data, to the extent of any legal requirement to retain any applicable provisions;

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

7.7 Each Party shall indemnify the other Party, its Representatives, and its employees, from all liabilities, costs, expenses, damages, and losses, including consequential loss of business opportunity, loss of reputation, and all reasonable legal costs (calculated on a full indemnity basis) arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying Party, provided the indemnified Party provides the indemnifying Party with the circumstances of the claim, and the indemnifying Party manages, defends, and/or settles the claim.]

8. [Disclosure of Personal Data Processing]

8.1 The Confidential Information, including but not limited to the [Contractor] [Consultant] which is to be disclosed to the [Contractor] [Consultant]

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[Agent] [Broker] to [Contractor] [Consultant] [Agent] [Broker] on the Co
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8.3 Each Party shall co
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Protection Legislation. This Clause 8
remove, or replace either Party's
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ty shall, if not remedied within
e other Party, give the other Party
mediate effect.

8.4 Without prejudice
ensure it has in pla
lawful transfer of the
[Agent] [Broker] for

-Clause 8.3, the Company shall
nd consents in order to enable the
ata to the [Contractor] [Consultant]
es of this Agreement.

8.5 Without prejudice
[Consultant] [Agen
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8.5.1 process the
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The [Contra
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ctor] [Consultant] [Agent] [Broker]
Processed Personal Data by law.
[Broker] shall promptly notify the
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8.5.4 not transfer

Personal Data outside of the UK;

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OR [at the cost of the Company]
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mmissioner's Office and any other
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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]
- 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, the Processed Personal Data, or the Company's due delay;
- 8.5.11 delete or rectify the Company's Processed Personal Data on the termination or expiry of this Agreement, or any legal requirement to retain any applicable period;
- 8.5.12 maintain all records and accurate records and other information in accordance with this Clause 8.
- 8.6 The [Contractor] [Consultant] [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 8.5, the [Contractor] [Consultant] [Broker] shall enter into a written agreement with the third-party processor incorporating the terms which are set out in the Schedule 1 to this Agreement. The [Contractor] [Consultant] [Broker] shall remain fully liable for all acts or omissions of any third-party processor or so appointed.]
- 8.8 Either Party may, at any time, amend this Clause 8, replacing it with similar terms that form part of a standard 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 indemnified 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 the circumstances of the claim, and the indemnified Party shall provide the indemnifying Party with the claim, and the indemnifying Party shall manage, defend, and/or settle the claim.]

9. Proprietary Rights

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

the Confidential Information

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

10. **Exceptions to Non-Disclosure**

The obligations set out in this Agreement shall not apply to Confidential Information that is already in the public domain or that is independently developed by the [Contractor] [Consultant] [Agent] [Broker] without the use of Confidential Information that is the property of the Company.

- 10.1.1 is already in the public domain or that is independently developed by the [Contractor] [Consultant] [Agent] [Broker] without the use of Confidential Information that is the property of the Company, at the time of its disclosure by the [Contractor] [Consultant] [Agent] [Broker];
- 10.1.2 is in, or comes from, the public domain or other work of the [Contractor] [Consultant] [Agent] [Broker], regardless of whether the [Contractor] [Consultant] [Agent] [Broker] has modified 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;
- 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];
- 10.1.5 is disclosed to the [Contractor] [Consultant] [Agent] [Broker] by the Company free of any obligations of confidentiality in this Agreement;
- 10.1.6 is approved in writing by the Company;
- 10.1.7 is declared by the [Contractor] [Consultant] [Agent] [Broker] to no longer be confidential;
- 10.1.8 is required to be disclosed by the [Contractor] [Consultant] [Agent] [Broker] under the Freedom of Information Act 2000; or
- 10.1.9 is required to be disclosed by a competent jurisdiction, or by any government authority, compelling the same to be disclosed by the [Contractor] [Consultant] [Agent] [Broker] notifies the Company in writing of the disclosure.

11. **[Customers] OR [Clients]**

- 11.1 Subject to sub-Clause 11.2, 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 Direct Contact with the Company on or after the date of the completion of the Services.

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Agreement] [or any other agreement] [Contractor] [Consultant] [Agent] [Broker] has knowledge].

11.2 The restriction in subsection 11.1 shall be waived on a per-[customer] OR per-[client] basis by the [Contractor] [Consultant] [Agent] [Broker], such consent not to be given if it shall violate any prior agreement between the [Contractor] [Consultant] [Agent] [Broker] and the Company as to the sharing of the [customer] [client] information.

11.3 No waiver given under subsection 11.2 shall affect the provisions of Clause 12.

12. Non-Competition

12.1 Except as provided in subsection 12.2, the [Contractor] [Consultant] [Agent] [Broker] shall not, during the period of <<insert period>> following the termination or expiry of this Agreement, provide like services to any Competitor within the Territory].

12.2 The restriction in subsection 12.1 shall be waived on a per-Competitor basis by the Company in writing from the [Contractor] [Consultant] [Agent] [Broker], such consent not to be given if it shall violate any prior agreement between the [Contractor] [Consultant] [Agent] [Broker] and the Company as to the sharing of the [customer] [client] information.

12.3 No waiver given under subsection 12.2 shall affect the provisions of Clause 11 of this Agreement.

13. Term

13.1 This Agreement shall be confidential and the obligations of confidentiality [Contractor] [Consultant] [Agent] [Broker] shall be extended by the Company in writing from the [Contractor] [Consultant] [Agent] [Broker], such consent not to be given if it shall violate any prior agreement between the [Contractor] [Consultant] [Agent] [Broker] and the Company as to the sharing of the [customer] [client] information, subject only to subsection 13.2.

13.2 As fully detailed in subsection 13.1, the [Contractor] [Consultant] [Agent] [Broker] shall return all confidential information to the Company and shall ensure that no copy of such information is made, allowing one copy to be retained for the use of the [Contractor] [Consultant] [Agent] [Broker] advisor, legal department, or other personnel.

14. Enforcement and Indemnification

14.1 Both Parties hereby agree that the damages alone would not be an adequate remedy for the [Contractor] [Consultant] [Agent] [Broker] of this Agreement.

14.2 The Company shall enforce the [Contractor] [Consultant] [Agent] [Broker] and all other rights and remedies which may be available to the Company by way of the remedies of injunction, specific performance, and damages for any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker], actual or threatened.

14.3 In addition to any rights at law or in equity to which either

[Contractor] [Consultant] [Agent] [Broker] has knowledge].

waived on a per-[customer] OR per-[client] basis by the [Contractor] [Consultant] [Agent] [Broker], such consent not to be given if it shall violate any prior agreement between the [Contractor] [Consultant] [Agent] [Broker] and the Company as to the sharing of the [customer] [client] information.

shall affect the provisions of Clause 12.

[Contractor] [Consultant] [Agent] [Broker] shall not, during the period of <<insert period>> following the termination or expiry of this Agreement, provide like services to any Competitor within the Territory].

waived on a per-Competitor basis by the Company in writing from the [Contractor] [Consultant] [Agent] [Broker], such consent not to be given if it shall violate any prior agreement between the [Contractor] [Consultant] [Agent] [Broker] and the Company as to the sharing of the [customer] [client] information.

shall affect the provisions of Clause 11 of this Agreement.

<<insert date>> and the obligations of confidentiality [Contractor] [Consultant] [Agent] [Broker] shall be extended by the Company in writing from the [Contractor] [Consultant] [Agent] [Broker], such consent not to be given if it shall violate any prior agreement between the [Contractor] [Consultant] [Agent] [Broker] and the Company as to the sharing of the [customer] [client] information, subject only to subsection 13.2.

the termination or expiry of this Agreement, the [Contractor] [Consultant] [Agent] [Broker] shall return all confidential information to the Company and shall ensure that no copy of such information is made, allowing one copy to be retained for the use of the [Contractor] [Consultant] [Agent] [Broker] advisor, legal department, or other personnel.

damages alone would not be an adequate remedy for the [Contractor] [Consultant] [Agent] [Broker] of this Agreement.

and all other rights and remedies which may be available to the Company by way of the remedies of injunction, specific performance, and damages for any breach of this Agreement by the [Contractor] [Consultant] [Agent] [Broker], actual or threatened.

at law or in equity to which either

S A M P L E

Party may be entitled to recover from the indemnifying Party against all liabilities (including, but not limited to, any direct or consequential damages, business opportunities, and reasonable costs (calculated on a full cost basis, including professional costs)) arising out of or resulting from the indemnifying Party's (or its Representatives') breaches of 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

Party agrees to indemnify the other Party from and against all damages, and losses (including, but not limited to, any direct or consequential losses, loss of profit, loss of business opportunities, and reasonable costs (calculated on a full cost basis) and all other reasonable costs) incurred by the indemnified Party or incurred by the indemnifying Party's (or its Representatives') breaches of 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 settle the claim.

15. No Further Obligation

The Company shall not have any obligation to enter into any further transaction or agreement with the [Company] [Broker] or to provide any, or any particular, information to the [Company] [Broker].

The Company shall not have any obligation to enter into any further transaction or agreement with the [Company] [Broker] or to provide any, or any particular, information to the [Company] [Broker].

16. No Partnership or Agency

16.1 Nothing in this Agreement shall create any partnership or joint venture between the Parties, or shall authorise either Party to act as the agent of the other Party, or to make any commitments for or on behalf of the other Party.

Nothing in this Agreement shall create any partnership or joint venture between the Parties, or shall authorise either Party to act as the agent of the other Party, or to make any commitments for or on behalf of the other Party.

16.2 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.

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.

17. Non-Assignment of Agreement

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

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

18. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter and may not be amended or modified in any way by the duly authorised representatives of the Parties.

This Agreement contains the entire agreement between the Parties with respect to the subject matter and may not be amended or modified in any way by the duly authorised representatives of the Parties.

19. Variation

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

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

20. No Waiver

No failure or delay by either Party to exercise 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 of its rights under this Agreement.

No failure or delay by either Party to exercise 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 of its rights under this Agreement.

breach of the same or any

21. **Severance**

The Parties agree that, if the Agreement is found to be wholly or partly unenforceable, that or those provisions shall be deemed severed and the remainder of this Agreement shall remain in force.

or more of the provisions of this Agreement are found to be wholly or partly unenforceable, that or those provisions shall be deemed severed and the remainder of this Agreement shall remain in force.

22. **Communication**

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

in writing and be deemed duly given if signed by a duly authorised officer thereof,

22.2 Notices shall be deemed to have been given:

given:

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

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

22.2.2 when sent, by email or email and a successful transmission is generated; or

by email or email and a successful transmission is generated; or

22.2.3 on the fifth business day after the date of the ordinary mailing, if mailed by national post; or

by national post; or

22.2.4 on the tenth business day after the date of the postage prepaid mailing, if mailed by airmail, or

by airmail, or

22.3 All notices under this Agreement shall be addressed to the most recent address, facsimile number or email address notified to the other Party.

be addressed to the most recent address notified to the other Party.

23. **Third Party Rights**

Unless expressly stated otherwise, nothing in this Agreement shall give rise to any rights or obligations under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

it does not give rise to any rights or obligations under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

24. **Law and Jurisdiction**

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

all matters and obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England and Wales.

24.2 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) shall be referred to and determined by the courts of England and Wales.

claim between the Parties relating to all matters and obligations arising out of or in connection with it shall be referred to and determined by the courts within the jurisdiction of the courts of England and Wales.

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

Authorised Signature

Date: _____

SIGNED for and on behalf of the [_____] [Agent] [Broker] by:
<<Name and Title of person signing [_____] [Consultant] [Agent] [Broker]>>

Authorised Signature

Date: _____

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The Confidential Information

<<Insert outline description and amount of Confidential Information to be disclosed by the Company to the [Contractor] [Contractor Name] >>

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[The Services

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

OR

[The Services

<<Attach a copy of the agreement between the [Contractor] [Agent] [Broker] under which the [Contractor] [Consultant] [Agent] [Broker] is to provide the Services>>]

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

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 the Territory to be provided or remove this schedule, adjusting the numbering of the remaining sections>>

The Services are to be provided or removed in accordance with the following schedule:>>]

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