CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

(1)   <<Name of Company>> a   <<Country of Registration>> under
        number <<Company Regi   se registered office is at <<insert
        Address>> ("the Company"

(2)   <<Name of [Contractor] [ker]>> **[**a company registered in
        <<Country of Registration   Company Registration Number>>
        whose registered office   rt Address>> ("the **[**Contractor**]**
        [Consultant**] [**Agent**] [**Broke

WHEREAS:

(1)   The Company carries on   rt description of business>> and
        wishes to engage the **[**C   **[**Agent**] [**Broker**]** to provide the
        Services set out in Schedu

(2)   The **[**Contractor**] [**Consulta   o provide the Services set out in
        Schedule 2. In so doing, i   n the Company's **[**customers**] OR**
        [clients**]**.

(3)   The Company wishes to   or**] [**Consultant**] [**Agent**] [**Broker**]**
        certain Confidential Informa   dule 1) which is confidential to the
        Company (such disclosure   poses of the Services set out in
        Schedule 2).

(4)   The Company wishes to e   ial Information is kept confidential
        and to prevent the **[**Contra   **] [**Broker**]** from misusing or further
        disclosing that information   thorisation.

(5)   The Company wishes to   **] [**Consultant**] [**Agent**] [**Broker**]**'s
        Dealings with the Company   s**]** during and after its provision of
        the Services.

(6)   The Company is only willin   ctor**] [**Consultant**] [**Agent**] [**Broker**]**
        to provide the Services if it   nt with the Company.

(7)   In consideration of the C   Confidential Information to the
        [Contractor**] [**Consultant**]**   **[**Contractor**] [**Consultant**] [**Agent**]**
        [Broker**]** hereby agrees tha   dential Information subject to, and
        in accordance with, the te   which will accordingly take effect
        and be binding as a contra

IT IS AGREED as follows:

1.   **Definitions and Interpreta**

        1.1   In this Agreement   otherwise requires, the following
               expressions have th

"Competitor" …nisation, individual, partnership, or … that carries on business …milar to or the same as the … not in any way affiliated with the …

"Confidential Informatio… …e meaning set out in Clause 2 of …

["Data Protection Legisl…**]** …able legislation in force from time … …nited Kingdom applicable to data … …rivacy including, but not limited to, … …he retained EU law version of the … … Protection Regulation ((EU) … … forms part of the law of England … …otland, and Northern Ireland by … …on 3 of the European Union … …t 2018); the Data Protection Act … …ations made thereunder); and the … … Electronic Communications … …3 as amended;**]**

["controller"
"data controller"
"data processor"
"data subject"
"personal data"
"processing"
"processor" and
"appropriate technical a…
organisational measur…**]**
…meanings ascribed thereto in the … …Legislation;**]**

"Dealings" … interaction the **[Contractor]** …gent**] [**Broker**]** may have with the …stomers**] OR [**clients**]** during the …ss;

"Intellectual Property Ri… … and all rights (whether or not … …registrable) subsisting in any … …ny patents, trade marks, service … …d designs, applications (and rights … … of those rights), trade, business … …ames, internet domain names and … …s, copyrights, database rights, … …e and other secrets, rights in … …entions; … …er licences, consents, orders, … …erwise in relation to a right in … …same or similar effect or nature as … …ragraphs (a) and (b) which now or … …y subsist; and … …ue for past infringements of any of … …hts;

"Premises"	...ation at which the **[Contractor]** ...gent] **[Broker]** is based or, if the ...nsultant] **[Agent]** **[Broker]** is not ...sed in any location the location ...structions are given or, if the ...nsultant] **[Agent]** **[Broker]** does ...uctions from any one location, the ... of the Company;
[“Processed Personal D...**	...nal data described in sub-Clause ...e 3 which is to be disclosed by the ... **[Contractor]** **[Consultant]** **[Agent]** ...ub-Clause 8.2;**]**
"Representatives"	...on to either Party, its officers and ...fessional advisers or consultants ...se that Party, contractors or sub-...aged by that Party, and any other ... the other Party agrees in writing ...fidential Information may be
"Services"	...rvices to be provided by the ...nsultant] **[Agent]** **[Broker]** **[**as per ...etween the Parties, attached to ... in Schedule 2 (“the Service ...R **[**as set out in Schedule 2**]**;
[“Shared Personal Data’...**	...nal data described in sub-Clause ...e 3 which is to be disclosed by the ... **[Contractor]** **[Consultant]** **[Agent]** ...ub-Clause 7.2;**]**
"Territory"	...graphical area within which the ...o be provided as defined in ...R **[**the Service Agreement**]**.

1.2 Unless the context ... reference in this Agreement to:

1.2.1 "writing", an... ...ion, includes a reference to any communicat... ...nic or facsimile transmission or similar mear...

1.2.2 a statute or ... ...e is a reference to that statute or provision as ... ...at the relevant time;

1.2.3 "this Agreen... ...this Agreement and each of the Schedules a... ...nted at the relevant time;

1.2.4 a Schedule i... ...ement; and

1.2.5 a Clause or ... ...ce to a Clause of this Agreement (other than t... ...graph of the relevant Schedule.

1.2.6 a "Party" or t... ...arties to this Agreement.

1.3 The headings used ... ...r convenience only and shall have no effect upon the i... ...ement.

1.4 Words imparting the ... ...clude the plural and vice versa.

1.5 References to any gender include the other gender.

1.6 References to persons include organisations.

2. **Confidential Information**

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

2.1.1 **[**the fact that [...] negotiations are taking place between the Parties [...] and the status of such discussions and negotiations [...] **[**Consultant**]** **[**Agent**]** **[**Broker**]** is to provide th[...]

2.1.2 **[**the **[**existen[...] eement;**]**

2.1.3 any and all [...] information relating to:

a) the b[...]ts, or suppliers of the Company;

b) the [...] product information, trade secrets, know[...]ation of the Company; and

2.1.4 further info[...], or findings derived from the Confidential [...]

2.2 The definition of Co[...] out above shall apply whether or not the Confidenti[...] commercially (or other) sensitive nature, and in whate[...] form the Confidential Information exists or is commu[...]

2.3 Information shall no[...]) Confidential Information if and to the extent that any [...] in Clause 10 apply.

3. **[Contractor] [Consultant]** [...] **fidentiality Obligations**

3.1 The Company ha[...] ther interest in all Confidential Information that it [...] **[**Contractor**]** **[**Consultant**]** **[**Agent**]** **[**Broker**]** after the Pa[...] ement.

3.2 The **[**Contractor**]** **[**C[...] er**]** shall, subject to the provisions of Clause 10, at a[...] ret and confidential and shall not disclose, use, expl[...]t or the whole of the Confidential Information directly [...] poses other than the provision of the Services witho[...] consent of the Company. Such unauthorised purpo[...] not limited to:

3.2.1 disclosing, [...]tly, or otherwise making available any part of [...]ation to any person except as expressly pe[...]t;

3.2.2 copying or [...]art of the Confidential Information except to th[...]ry for providing the Services. Any such copies [...] **[**Contractor**]** **[**Consultant**]** **[**Agent**]** **[**Broker**]** sha[...] Company;

3.2.3 reproducing [...]duce) any part of the Confidential Information, [...]ver otherwise undisclosed aspects

of the Conf[...]uding, but not limited to, related Confidential [...]

    3.2.4 using the C[...] whether directly or indirectly, to procure (or [...]y commercial advantage for the **[**Contractor**]** [...] **[**Broker**]**, or a commercial disadvantag[...]

    3.2.5 carrying ou[...]aking any inventions, further developmen[...]y registered Intellectual Property Rights from [...]dential Information;

    3.2.6 <<add furthe[...] as required>>.

3.3   The **[**Contractor**]** **[**[...]roker**]** shall take all reasonable organisational, phys[...]asures **[**(including any reasonable measures propose[...]n time to time)**]** to preserve the secrecy and confide[...]al Information.

3.4   The **[**Contractor**]** **[**C[...]r**]** shall keep written records of:

    3.4.1 any Confide[...]ived from the Company as a document or[...]

    3.4.2 any copies [...]onfidential Information.

3.5   Upon the terminatio[...]ment for any reason, following the completion of the [...]n demand by the Company, the **[**Contractor**]** **[**Cons[...]r**]** shall return all Confidential Information forthwit[...]hall further provide a certificate to the Company certif[...]he Confidential Information have been made or reta[...]to the limited exception that the **[**Contractor**]** **[**Cons[...]**]** may retain one copy of the Confidential Informa[...]onsible party, e.g. legal advisor, legal department et[...]urpose of enabling it to continue complying with the [...]ment that may extend beyond its termination or expir[...]

3.6   Nothing in this Agre[...] **[**Contractor**]** **[**Consultant**]** **[**Agent**]** **[**Broker**]** from using [...]nce acquired by the **[**Contractor**]** **[**Consultant**]** **[**Agent[...]Representatives prior to, or in the course of providing [...]

4.   **Storage of Confidential I**[...]

4.1   The **[**Contractor**]** [...] **[**Broker**]** shall ensure that the Confidential Informa[...] premises at <<insert address>>**]** **OR [**<<insert locati[...]t any time allow the Confidential Information or any [...]ved from **[**its premises**]** **OR [**that location**]** **OR [**those[...]

4.2   Where the **[**Contra[...]t**]** **[**Broker**]** holds the Confidential Information in hard[...]ed in a locked cabinet when not in use.

4.3   Where the **[**Contra[...]t**]** **[**Broker**]** holds the Confidential Information electron[...]nformation shall be stored only on **[**a local computer o[...]uters or devices**]** at **[**its premises at <<insert addre[...]location(s)>>**]**. The Confidential Information shall n[...]e server of any kind. Confidential

Information stored **[** **]** **OR** **[**local computers or devices**] [**may be **[** the local area network to which the applicable compute **[** **]**, provided it is not accessible via the internet**] OR [**m**[** ble over any network and must be confined solely to **[**t**[** **OR [**those computers or devices**]**. Furthermore, the **[**c**[** computers or devices**]** shall not be connected to any **[** while storing the Confidential Information**]**. The **[** **[**computers or devices**]** on which the Confidential Info **[** e protected using **[**a**]** password**[**s**]** which may be shar **[** orised to access the Confidential Information. When **[** ter or device**] OR [**computers or devices**]** used to st **[** mation must be stored in a locked cabinet.

4.4 The Company shal **[** ss and inspect the location**[**s**]** at which the **[**Contract **[** **[**Broker**]** is to hold the Confidential Information upon **[** period>> written notice. If the Company is not sa **[** of the **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]'s s **[** hall have the right to request any such reasonable ch **[** ents as it may deem necessary to satisfy the requirem **[** reement.

5. **Permitted Disclosure**

5.1 The **[**Contractor**] [** **[**Broker**]** may disclose to its Representatives su **[** l Information as is reasonably necessary for the p **[** rovided that:

5.1.1 it informs s **[** f the confidential nature of the Confidential **[** osure;

5.1.2 it obtains f **[** ves written undertakings to the Company w **[** tantially**]** the same terms as this Agreement a **[** ceable by it and are binding upon those Repre **[** xtent as this Agreement is binding upon the **[**C**[** gent**] [**Broker**]**; and

5.1.3 it keeps a **[** Representatives to whom the Confidential **[** f it, is disclosed.

5.2 The **[**Contractor**] [**C**[** ker**]** shall be liable for the acts or omissions of such R **[** ect to the Confidential Information as if they were the **[** **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]**, whether **[** **[**Consultant**] [**Agent**] [**Broker**]** has complied with sub-C **[**

6. **Mandatory Disclosure**

6.1 Subject to the pro **[** 6.2, the **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]** ma **[** Information only to the extent that such disclosure is **[** court of competent jurisdiction, or by any governmer **[** gulatory or taxation authority of competent jurisdicti **[** ch disclosure.

6.2 Prior to disclosure u **[** e **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]** shall, to th **[** v, notify the Company in writing in advance of such d **[** ation is not permitted by law, the

[Contractor**] [**Consu... ...all, to the extent permitted by law, inform the Company ... ...e circumstances surrounding it as soon as is reasonab... ...isclosure has taken place.

7. **[Disclosure of Personal D... ...aring**

7.1 The Confidential Inf... ...rtain Shared Personal Data which is to be disclosed ... **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]**. Schedule ... ...of personal data comprising the Shared Personal Da... ...ategories**]** of data subject to whom it relates, the scope ... ...processing to be carried out, and the duration of the s...

7.2 This Clause 7 est... ...t for the sharing of the Shared Personal Data betw... ...controllers. The Shared Personal Data shall be disc... ...to the **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]** on... ...bly necessary for the provision of the Services.

7.3 Both Parties shall a... ...heir obligations as data controllers and the rights of d... ...er applicable requirements under the Data Protection... ...e 7 is in addition to, and does not relieve, remove, or... ...igations under the Data Protection Legislation. Any ma... ...a Protection Legislation by either Party shall, if not re... ...period>> of written notice from the other Party, give t... ...to terminate this Agreement with immediate effect.

7.4 With respect to the... ...Personal Data, the Company shall ensure it has in pla... ...nd consents in order to enable the transfer of the Shar...

7.5 With respect to the... ...l Personal Data, the **[**Contractor**] [**Consultant**] [**Agent...

7.5.1 not disclose ... ...a to any third parties;

7.5.2 process the... ...a only to the extent reasonably necessary fo... ...rvices;

7.5.3 ensure that ... ...es to whom the Shared Personal Data is to be... ...o contractual obligations in relation to confidenti... ...n that bind those Representatives and that are ... ...as the obligations imposed upon the **[**Contrac... ...**[**Broker**]** by this Agreement;

7.5.4 ensure that ... ...iate technical and organisational measures (a... ...as reviewed and approved by the Company, t... ...authorised or unlawful processing of, and agai... ...r destruction of, or damage to, the Shared Pers... ...ard to the state of technological developmen... ...nting any such measures; and

7.5.5 not transfer ... ...al Data outside of the UK**.**

7.6 The Parties shall ... ...complying with their respective obligations under ... ...egislation. Such assistance shall include, but not be l...

7.6.1 providing the [...] ntact details of its data protection officer and/o[...] its Representatives as a point of contact for [...] the Data Protection Legislation including, bu[...] nce, training, and the handling of data breach[...]

7.6.2 consulting w[...] respect to information and notices provided to [...] he Shared Personal Data;

7.6.3 informing th[...] e receipt of data subject access requests an[...] assistance in complying with the same;

7.6.4 not disclosin[...] g any Shared Personal Data in response to [...] request without prior consultation with the othe[...] nably possible;

7.6.5 assisting the [...] cost] OR [at the cost of the other Party] in res[...] a subject request;

7.6.6 assisting the [...] cost] OR [at the cost of the other Party] in co[...] tions under the Data Protection Legislation [...] impact assessments, breach notifications, [...] the Information Commissioner's Office and a[...] visory authorities or regulators;

7.6.7 notifying th[...] breach of the Data Protection Legislation w[...]

7.6.8 notifying the [...] rsonal data breach affecting the Shared Pers[...] delay;

7.6.9 using compa[...] rocessing of the Shared Personal Data in orde[...]

7.6.10 deleting or [...] t of the other Party, the Shared Personal Da[...] ies thereof on the termination or expiry of this [...] ny legal requirement to retain any applicable p[...]

7.6.11 maintaining [...] and accurate records and other information t[...] e with this Clause 7.

7.7 Each Party shall in[...] nst all liabilities, costs, expenses, damages, and loss[...] imited to, any direct, indirect, or consequential loss[...] of business opportunity, loss of reputation, and all [...] legal costs (calculated on a full indemnity basis) an[...] rofessional costs and expenses) suffered or incurred [...] ty arising out of or in connection with the indemnifyi[...] esentatives') breach of the Data Protection Legislat[...] indemnified Party provides the indemnifying Party [...] y such claim, full information about the circumstances [...] reasonable assistance in dealing with the claim, and[...] anage, defend, and/or settle the claim.]

8. **[Disclosure of Personal D[...] ocessing**

8.1 The Confidential In[...] certain Processed Personal Data which is to be disc[...] to the **[**Contractor**] [**Consultant**]**

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

8.2 This Clause 8 estab........................... r the processing of the Processed Personal Data by th........................... nt] [Agent] [Broker] in its capacity as a data process........................... mpany in its capacity as a data controller. The Proc........................... all be disclosed by the Company to the [Contractor] [........................... ker] only to the extent reasonably necessary for the pr...........................

8.3 Each Party shall co........................... eir respective obligations as data controller and data........................... s of data subjects, and all other applicable requirem........................... tection Legislation. This Clause 8 is in addition to, a........................... emove, 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>> .... other Party, give the other Party grounds to terminat........................... mediate effect.

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

8.5 Without prejudice .... ub-Clause 8.3, the [Contractor] [Consultant] [Agen........................... spect to the Processed Personal Data and its provisi...........................

   8.5.1 process the .... ta only on the written instructions of the Comp........................... tor] [Consultant] [Agent] [Broker] is otherwise .... Processed Personal Data by law. The [Contra...........................] [Broker] shall promptly notify the Company of .... rohibited from doing so by law;

   8.5.2 ensure that .... iate technical and organisational measures (a........................... as reviewed and approved by the Company, t........................... authorised or unlawful processing of, and agai........................... r destruction of, or damage to, the Processed P........................... gard to the state of technological development........................... nting any such measures;

   8.5.3 ensure that .... atives 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........................... nsultant] [Agent] [Broker] by this Agreement;

   8.5.4 not transfer .... rsonal 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 s........................... egulators;

8.5.6 inform the C... ...t of data subject access requests and providin... ...in complying with the same;

8.5.7 not disclose... ...any Processed Personal Data in response to... ...request without prior consultation with the Com... ...ably possible;

8.5.8 assist the C... **OR [**at the cost of the Company**]** in respondin... ...ct request;

8.5.9 notify the C... ...of the Data Protection Legislation without undu...

8.5.10 notify the ... ...onal data breach affecting the Processed ... ...due delay;

8.5.11 delete or r... ...f the Company, the Processed Personal Da... ...ies thereof on the termination or expiry of this... ...any legal requirement to retain any applicable p...

8.5.12 maintain all... ...nd accurate records and other information t... ...ce with this Clause 8.

8.6 The **[**Contractor**]** **[**... ...oker**]** shall not sub-contract the processing of the P... ...to a third-party processor **[**without the prior written con...

8.7 **[**Where the Compa... ...intment of a third-party processor under sub-Clause ... ...onsultant**]** **[**Agent**]** **[**Broker**]** shall enter into a writter... ...hird-party processor incorporating terms which are su... ...e contained in this Clause 8. The **[**Contractor**]** **[**Consu... ...hall remain fully liable for all acts or omissions of any... ...or so appointed.**]**

8.8 Either Party may, a... ...st <<insert period>> notice, alter this Clause 8, repl... ...able data processing clauses or similar terms that f... ...e certification scheme. Such terms shall apply and repl... ...chment to this Agreement.

8.9 Each Party shall i... ...st all liabilities, costs, expenses, damages, and loss... ...imited to, any direct, indirect, or consequential loss... ...of business opportunity, loss of reputation, and all ... ...legal costs (calculated on a full indemnity basis) a... ...rofessional costs and expenses) suffered or incurre... ...ty arising out of or in connection with the indemnify... ...esentatives') breach of the Data Protection Legislat... ...indemnified Party provides the indemnifying Party ... ...y such claim, full information about the circumstances ... ...reasonable assistance in dealing with the claim, an... ...anage, defend, and/or settle the claim.**]**

9. **Proprietary Rights**

9.1 The Confidential I... ...ectual Property Rights subsisting therein shall rema... ...Company (or its licensors, as appropriate) and ... ...Confidential Information to the **[**Contractor**]** **[**Cons... ...r**]** shall not confer upon the **[**Contractor**]** **[**Consu... ...y rights whatsoever in any part of

the Confidential Inf...

9.2 The Intellectual Pro... ...any and all works created by the **[Contractor] [Cons...** ... in the course of providing the Services shall ves... ...he Company. The **[Contractor] [Consultant] [Agent...** ...request of the Company, take all such steps and ex... ...nts and other documents as the Company may reas... ...e that all such Intellectual Property Rights vest in and b... ...nd for the registration or protection of the Company's I... ...s.

10. **Exceptions to Non-Disclo... ...ty**

The obligations set out in t... ...o Confidential Information shall not apply **[(where the same ca...** ...nentary evidence produced by the **[Contractor] [Consultant] [A...** ...nformation that:

10.1.1 is already ... ...possession of, the **[Contractor] [Consultant]** ... ...e time of its disclosure by the Company, a... ...sultant] [Agent] [Broker]** is free of any other ob... ...y with respect to it;

10.1.2 is in, or com... ...gh any breach of this Agreement or other wro... ...e **[Contractor] [Consultant] [Agent] [Broker]**, ge... ...blic domain;

10.1.3 is received ... ...nsultant] [Agent] [Broker]** from a third party fr... ...confidentiality similar to those set out in this A... ... receipt is not of itself a breach of this Agreem... ...ment between that third party and the Compan...

10.1.4 is, prior to di... ...y, already in the possession of the **[Contractor]** ... ...roker]** having been independently developed b... ...ultant] [Agent] [Broker]**;

10.1.5 is disclosed ... ...ompany free of any obligations of confidentialit... ... in this Agreement;

10.1.6 is approved ... ...y the Company;

10.1.7 is declared b... ...g to no longer be confidential;

10.1.8 is required ... ...**[Contractor] [Consultant] [Agent] [Broker]** und... ...ation Act 2000; or

10.1.9 is required ... ...competent jurisdiction, or by any government ... ...sting the same to be disclosed provided tha... ...ultant] [Agent] [Broker]** notifies the Company in ... ...ure.

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

11.1 Subject to sub-Cla... ...or] [Consultant] [Agent] [Broker]** shall not, during the ... ...Services or for a period of <<insert period>> following ... ...ave any Dealings with any of the Company's **[custom...** ...hich the **[Contractor] [Consultant] [Agent] [Broker]** ha...** ... the period of <<insert period>> prior to the date of ... ...rvices] OR [at any time during the

term of this Agree[...] the Company's **[**customers**] OR [**clients**]** of which [...]nsultant**] [**Agent**] [**Broker**]** has knowledge**]**, regardl[...]ached the other.

11.2 The restriction in s[...] waived on a per-**[**customer**] OR [**client**]** basis by [...]g on written request from the **[**Contractor**] [**Cons[...]r**]**, such consent not to be unreasonably withh[...] given if it shall violate any prior agreement betwee[...]ient**]** and the Company as to the sharing of the **[**cust[...]s.

11.3 No waiver given un[...] affect the provisions of Clause 12 of this Agreement.

12. Non-Competition

12.1 Except as provided [...] **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]** shall not, d[...]ding the Services or for a period of <<insert period>> fo[...]hereof, provide like services to any Competitor within [...]dius of the Premises**] OR [**the Territory**]**.

12.2 The restriction in su[...]aived on a per-Competitor basis by the Company in wr[...]from the **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]**, su[...]easonably withheld.

12.3 No waiver given un[...]all affect the provisions of Clause 11 of this Agreeme[...]

13. Term

13.1 This Agreement sha[...]<insert date>> and the obligations of confidentiality, n[...]petition set out in this Agreement shall continue **[**for <[...]may be shortened or extended by the Company at a[...]n notice**] OR [**indefinitely**]** or as otherwise described [...]lauses 11 and 12), subject only to the exclusions set o[...] 12.

13.2 As fully detailed in [...] the termination or expiry of this Agreement for any [...]completion of the Services or, if sooner, on deman[...] **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]** shall retur[...]nation to the Company and shall ensure that no cop[...] **[**(save for the limited exception allowing one copy [...]nsert responsible party, e.g. legal advisor, legal depar[...]

14. Enforcement and Indemn[...]

14.1 Both Parties hereb[...]amages alone would not be an adequate remedy [...] **[**Contractor**] [**Consultant**] [**Agent**] [**Broker**]** of this Agre[...]

14.2 The Company shall [...]y and all other rights and remedies which may be ava[...]e remedies of injunction, specific performance, and o[...]any breach of this Agreement by the **[**Contractor**] [**Co[...]r**]**, actual or threatened.

14.3 In addition to any rig[...]r at law or in equity to which either Party may be enti[...]y agrees to indemnify the other against all liabilities[...]ges, and losses (including, but not limited to, any dire[...]ntial losses, loss of profit, loss of business opportunit[...]d all interest, penalties, and legal costs (calculated [...]asis) and all other reasonable professional costs [...]d or incurred by the indemnified Party arising out [...] the indemnifying Party's (or its Representatives') b[...] **[**(including, where applicable, any breaches of the Dat[...] as set out in sub-Clause **[**7.7**] OR [**8.9**])]** provided that[...]ovides the indemnifying Party with prompt notice of a[...]rmation about the circumstances giving rise to the cl[...]ce in dealing with the claim, and the sole authority to[...] settle the claim.

15. **No Further Obligation**

The Company shall not hav[...]o enter into any further transaction or agreement with the **[**Co[...]ent**] [**Broker**]** or to provide any, or any particular, information [...]ultant**] [**Agent**] [**Broker**]**.

16. **No Partnership or Agency**

16.1 Nothing in this Ag[...] any partnership or joint venture between the Partie[...]y the agent of the other Party, or authorise either Pa[...]any commitments for or on behalf of the other Party.

16.2 Each Party hereby [...] on its own behalf and not for the benefit of any other[...]

17. **Non-Assignment of Agre[...]**

Neither Party may assig[...], or in any other manner make available to any third party[...]len of this Agreement without the prior written consent of [...]consent not to be unreasonably withheld.

18. **Entire Agreement**

This Agreement contains t[...]ween the Parties with respect to its subject matter and may no[...]an instrument in writing signed by the duly authorised represe[...]

19. **Variation**

No variation of or addition [...]e effective unless in writing signed by each of the Parties or by[...]n on its behalf.

20. **No Waiver**

No failure or delay by eithe[...] of its rights under this Agreement shall be deemed to be a wa[...]waiver by either Party of a breach

of any provision of this Agreement ... to be a waiver of any subsequent breach of the same or any ...

21. **Severance**

The Parties agree that, i... r more of the provisions of this Agreement is found to be ... rwise unenforceable, that or those provisions shall be deem... mainder of this Agreement. The remainder of this Agreement ... rceable.

22. **Communication**

22.1 All notices under th... writing and be deemed duly given if signed by the Par... y a duly authorised officer thereof, as appropriate.

22.2 Notices shall be deemed ... given:

22.2.1 when delive... ier or other messenger (including registered m... siness hours of the recipient; or

22.2.2 when sent, ... mile or email and a successful transmission ... s generated; or

22.2.3 on the fifth ... g mailing, if mailed by national ordinary mail ...

22.2.4 on the tenth ... g mailing, if mailed by airmail, postage prep...

22.3 All notices under ... e addressed to the most recent address, facsimile n... notified to the other Party.

23. **Third Party Rights**

Unless expressly stated o... t does not give rise to any rights under the Contracts (Righ... 1999 to enforce any term of this Agreement.

24. **Law and Jurisdiction**

24.1 This Agreement (inc... ual matters and obligations arising therefrom or assoc... e governed by, and construed in accordance with, th... ales.

24.2 Any dispute, contro... im between the Parties relating to this Agreement (inc... ual matters and obligations arising therefrom or associ... within the jurisdiction of the courts of England and Wales ...

SIGNED for and on behalf of the C...

<<Name and Title of person signing ...

_____

Authorised Signature

Date: _____

SIGNED for and on behalf of the **[** [Agent**] [**Broker**]** by:

<<Name and Title of person signin   onsultant] [Agent] [Broker]>>

_____
Authorised Signature

Date: _____

The Confidential Information

<<Insert outline description and ar[...]tial Information to be disclosed by the Company to the [Contractor] [C[...]er]>>

[The Services

<<Insert a detailed statement des   which the Confidential Information
is to be disclosed and the ways i   [Consultant] [Agent] [Broker] may
use the Confidential Information>>

OR

[The Services

<<Attach a copy of the agreemen   and the [Contractor] [Consultant]
[Agent] [Broker] under which the   [Agent] [Broker] is to provide the
Services>>**]**

1. Personal Data [Sharing] OR [

Scope
<<Insert description of the scope c   essing to be carried out>>.

Nature
<<Insert description of the nature c   arried out>>.

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

Duration
<<Insert details of the duration of t   ssing>>.

2. Types of Personal Data
<<List the types of personal data t   essed>>.

3. Categories of Data Subject
<<List the categories of data subje

4. Organisational and Technical   res
<<Describe the organisational and   e implemented>>.**]**

The Territory

<<Insert a detailed description of   e Services are to be provided or
remove this schedule, adjusting th   >>**]**