

CONFIDENTIALITY AGREEMENT DATED **Insert date**

BETWEEN:

- (1) **Name of Client** incorporated and registered in England and Wales with registered charity/company number **number** whose registered office is at **address** (the “**Company**”); and
- (2) **TP Transcription Limited** incorporated and registered in England and Wales with company number 4946815 whose registered office is at TP Transcription Limited, Ty Brith, Llandegla Road, Mold CH7 4QX (the “**Contractor**”)

(each a “**Party**”, together the “**Parties**”).

BACKGROUND:

- (A) Pursuant to a services agreement dated **date of agreement** (“**Services Agreement**”), the Contractor has agreed to provide audio transcription services (“**Services**”) to the Company.
- (B) In so doing, the Contractor may be given access to Confidential Information.
- (C) The Parties have therefore entered into this Confidentiality Agreement which sets out their respective rights and obligations which apply when the Contractor has access to Confidential Information in furtherance of providing the Services.

IT IS HEREBY AGREED AS FOLLOWS:

1. For the purposes of this Confidentiality Agreement, the term “**Confidential Information**” shall mean information which is of a confidential nature because it has a quality of confidence (i.e. it is not information which is, or intended to be, public property or public knowledge), and/or information disclosed by the Company to the Contractor in circumstances which imply an obligation of confidence (for example because the information is marked as confidential). Confidential Information includes, but is not limited to, financial information, personal data (as defined under the General Data Protection Regulation (EU) 2016/679), information held on databases about candidates, clients or information resources, staff / candidate / client personal files, research data and intellectual property. Confidential Information also includes information which the subject of that information would reasonably consider to be of a confidential nature.
2. The Parties acknowledge that this Confidentiality Agreement is entered into without prejudice to the confidentiality provisions of the Data Processing Agreement entered into by the Parties **on [insert date on which DPA is finalized]** (“**DPA**”). To the extent that there is any conflict between the

provisions of this Confidentiality Agreement and the provisions of the DPA, the provisions of the DPA shall take precedence.

3. In return for the Company making Confidential Information available to the Contractor, the Contractor shall, for the duration of the Services Agreement and after its termination:
 - a. keep the Confidential Information secret and confidential;
 - b. not use or exploit the Confidential Information in any way except as is necessary for the performance of its obligations under the Services Agreement;
 - c. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with, the Services Agreement and/or this Confidentiality Agreement, or as expressly authorised by the Company;
 - d. not copy, reduce to writing or otherwise record Confidential Information except as strictly necessary for the provision of the Services. Any such copies, reductions to writing and records shall be the property of the Company;
 - e. not use, reproduce, transform or store Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business unless it has received prior written authorisation from the Company; and
 - f. establish and maintain adequate security measures (including any reasonably security measures proposed by the Company from time to time) to safeguard the Confidential Information from unauthorised access or use.
4. The provisions of clause 3 shall not apply where the Contractor is required by applicable law to take (or, as the case may be, not take) any of the courses of action set out in clause 3.
5. The Contractor shall apply the same standard of security measures and degree of care to Confidential Information which it applies to its own confidential information, which the Contractor warrants as providing adequate protection from unauthorised disclosure, copying or use.
6. If so requested by the Company at any time by notice in writing to the Contractor, the Contractor shall promptly:
 - a. destroy or return to the Company all documents and materials (and any copies) containing, reflecting, incorporating or based on the Company's Confidential Information;
 - b. erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;

- c. to the extent technically and legally practicable, erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
 - d. certify in writing to the Company that it has complied with the requirements of this clause 5.
7. The Contractor undertakes to ensure that all records provided or created for the purposes of the Service Agreement which contain, reflect, incorporate or are based on Confidential Information, including any back-up records, are passed back to the Company contact or deleted as directed, once the Contractor has received confirmation that the Services Agreement has been satisfactorily completed and all the required information has been provided in accordance with the Company's wishes.
8. The Company reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Company to the Contractor does not give the Contractor or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in the Services Agreement.
9. The Contractor shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach of this Confidentiality Agreement by the Contractor.
10. The Contractor understands that the Company reserves the right to take legal action against the Contractor for any breach of confidence, and the Contractor will proceed with utmost speed to protect the Company's interests in the event of any such breach.
11. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.
12. Neither Party shall assign or transfer any of its rights and/or obligations under this Confidentiality Agreement.
13. No failure or delay by a Party to exercise any right or remedy provided under this Confidentiality Agreement or by applicable law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

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

15. This Confidentiality and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Confidentiality Agreement or its subject matter or formation.

Signed

Name

On behalf of

Dated: date of signature

Signed

Name:

On behalf of

Dated: [date of signature]