
Terms and Data Confidentiality Agreement between

HT Training Ltd

Registered company no. 06510989

Registered address: 73 Chelston Road, Ruislip Manor, Middlesex, HA4 9SA

and

Company Name

Registered company no

Registered address

This agreement is made between the above parties, where:

- (a) HT Training Ltd and [COMPANY NAME] wish and plan to disclose to each other Proprietary and Commercial Information, for the purpose of HT Training Ltd providing services for [COMPANY NAME] and its clients,
- (b) for the aforementioned purpose, [COMPANY NAME] shall disclose to HT Training Ltd any written or oral information of any kind, whether or not designated as proprietary information, including but not limited to, information of a business, planning, marketing, technical or financial nature and models, tools, hardware and software and any documents, reports, memoranda, notes, files or analysis prepared by or on behalf of the receiving party that contain, summarise or are based upon any proprietary information (herein after referred to as "information" or "the information"),

It is agreed as follows:

1. HT Training Ltd shall:
 - a. not publish the information and restrict disclosure of the information solely to those of its employees and representatives with a need to know and not disclose it to third parties, including affiliates or subsidiaries; and
 - b. advise employees and representatives who receive the information of the obligation of confidentiality; and
 - c. use and require employees and representatives to use the same degree of care to protect the information as is used with the receiving party's proprietary information; and
 - d. not use the information in any manner other than in the pursuit of providing agreed services to [COMPANY NAME] without prior written approval of the disclosing party;
 - e. not download or copy to any personal servers, devices or cloud hosted platforms company information about clients, financial information, contact details or other proprietary information and materials.

All Proprietary and Commercial Information provided by [COMPANY NAME], shall be treated as confidential by HT Training Ltd and shall not be used otherwise than for the identified purpose and shall not be disclosed without the written consent of [COMPANY NAME], unless such information:

- i) is in, or later comes into, the public domain other than by breach of the foregoing paragraph;
or
- ii) is in possession of HT Training Ltd, with the full right to disclose, prior to receiving it from [COMPANY NAME]; or
- iii) is independently received by HT Training Ltd from a third party with full right to disclose.

If it should be necessary for HT Training Ltd to supply any information to third parties for the purposes relating to the identified purposes, HT Training Ltd shall ensure that the provisions of this agreement are properly observed by the third party.

- 2. Any third party that we use for administrative or marketing purposes shall be provided with their own login and password for IT/technical platforms and shall not disclose, share or permit others to use this information.
- 3. Upon request by [COMPANY NAME], HT Training Ltd will immediately return all available copies of Information provided by [COMPANY NAME] and destroy all copies held, other than that required to be held by law and UK regulatory authorities.
- 4. This agreement shall become effective on the date of signature below and shall continue until terminated in writing by either party, with a minimum notice period of 28 days.
- 5. Any notice given under this Agreement shall be given in writing and addressed to Rosemary Bannister of HT Training Ltd (rosemary@httraining.co.uk) and [CONTACT NAME] of [COMPANY NAME] and shall be deemed delivered if by email within normal business hours at the time of sending (with proof of sending) and if after normal business hours then 9am the following business day.

Signed on behalf of HT Training Ltd

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Rosemary Bannister (Director)

.....
Date

Signed on behalf of [COMPANY NAME]

.....
[CONTACT NAME], Director

.....
Date