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**NON-DISCLOSURE, CONFIDENTIALITY & NON- COMPETITION AGREEMENT**

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**BETWEEN**

**MY DREAM EXPERIENCE LIMITED**

**-AND-**

[Empty rectangular box for signature or name]

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**THIS NON-DISCLOSURE, CONFIDENTIALITY AND NON-COMPETITION AGREEMENT** is made on

(please insert date)

## **BETWEEN**

1. MY DREAM EXPERIENCE LIMITED (registered number 10580683) whose registered office is at [Gloucester House, Brunswick Square, Gloucester, United Kingdom, GL1 1UN] (the **"Company"**); and
2. Please insert your company Name   
and (registered number ) whose registered office is at (Please insert your company address)   
 (**"you"**).

## **BACKGROUND**

In consideration of the Company disclosing confidential information in connection with the Purpose, you, intending to be legally bound by and agree to the following:

### **1. DEFINITIONS AND INTERPRETATION**

In this Agreement the following words and expressions have the following meanings unless the context otherwise requires:

**"Confidential Information"** subject to **clause 3** means:

- a. any information that is directly or indirectly disclosed by the Company to you that relates (in whole or in part and whether directly or indirectly) to the Company or their business including any business plan, objectives, ideas, customer information, intellectual property and information contained in documents, oral communications, models, specifications, software, programmes, computer disks, visual presentations, photographs, drawings, magnetic or digital form and any other media;
- b. the existence and terms of this Agreement; and
- c. the fact that information has been or may be disclosed to you by or on behalf of the Company.

**"Permitted Disclosure"** will have the meaning given to it in **clause 5.1**.

**"Personal Data"** any data within the Confidential Information which comprises "personal data" as such term is defined within the Data Protection Act 1998.

**"Purpose"** the purpose of ascertaining whether you or any third parties on behalf of whom who you are authorised to contract, are interested in the business proposal to be outlined by the Company, subject to your execution of this Agreement.

### **2. CONFIDENTIALITY OBLIGATIONS**

2.1. You undertake to the Company that you will:

- 2.1.1. keep the Confidential Information strictly secret and, subject to **clause 5**, will not, directly or indirectly disclose or publish any Confidential Information to any person;
- 2.1.2. immediately notify the Company in writing as soon as you become aware of any breach (or suspected breach) of this Agreement or any breach (or suspected breach) of

confidence in relation to the Confidential Information;

- 2.1.3. keep the Confidential Information safe and secure and will apply to it documentary and electronic security measures that match or exceed those that you operate in relation to your own confidential information and will also exercise not less than reasonable care;
- 2.1.4. mark all Confidential Information as “confidential”;
- 2.1.5. not take any copies of the Confidential Information without the prior written consent of the Company and any such copies will be deemed to be Confidential Information and will be kept separate from your own information;
- 2.1.6. only use the Confidential Information for the Purpose and not for any other purpose, regardless as to whether or not such purpose is to the detriment or potential detriment of the Company; and
- 2.1.7. at your own cost, take or omit to take any reasonable and lawful actions that the Company requires to be taken or omitted to be taken in respect of the Confidential Information, any breach (or suspected breach) of this Agreement, the enforcement of this Agreement and/or any infringement of the Company’s rights in relation to the Confidential Information including the commencement of legal proceedings.

### **3. EXCLUDED INFORMATION**

- 3.1. Subject to **clause 3.2**, your obligations under this Agreement will not extend to Confidential Information which:
  - 3.1.1. at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of your breach of this Agreement (or any breach of this agreement by your Permitted Recipients);
  - 3.1.2. you can prove to the reasonable satisfaction of the Company from written records or other substantive evidence:
    - 3.1.2.1. has been received by you from a third party who did not acquire it in confidence and who is free to make it available to you without limitation; or
    - 3.1.2.2. was independently developed by you without any breach of this Agreement.
- 3.2. **Clause 3.1.2** will not apply to the matters referred to in **paragraphs (b) and (c)** of the definition of Confidential Information set out in **clause 1**.

### **4. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION**

- 4.1. Subject to **clause 4.2**, immediately following a written request from the Company you will cease to use the Confidential Information and:
  - 4.1.1. return to the Company all Confidential Information that was provided in hard copy (including copies); and
  - 4.1.2. permanently delete or erase (in each case to the extent technically feasible) all other Confidential Information (including copies).
- 4.2. You will provide such information as is necessary to enable the Company to satisfy itself as to your compliance with this Agreement. You will also allow the Company, upon reasonable prior written notice, reasonable access to any relevant premises, during normal business hours, to inspect compliance with this Agreement.

## **5. PERMITTED DISCLOSURE**

5.1. Subject to **clause 6**, you may disclose Confidential Information to the extent such disclosure ("**Permitted Disclosure**") is required by law, an order of a court of competent jurisdiction or by any securities exchange, listing authority or governmental body to which that person is subject and submits.

## **6. DATA PROTECTION**

- 6.1. You warrant and undertake to the Company that you will, in respect of all Personal Data, comply at all times with the Data Protection Act 1998 and any other relevant legislation.
- 6.2. Without prejudice to **clause 6.1**, you will not cause or permit the Personal Data to be transferred or otherwise processed outside the European Economic Area without the prior written consent of the Company.
- 6.3. To the extent that you process Personal Data for and on behalf of the Company as a "data processor" (as such term is defined in the Data Protection Act 1998), you warrant and undertake to the Company that you will:
- 6.3.1. without prejudice to **clause 2**, have in place and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to the Personal Data;
  - 6.3.2. take reasonable steps to ensure the reliability of any of your staff who will have access to the Personal Data; and
  - 6.3.3. act only in accordance with this Agreement in respect of the processing of the Personal Data.

## **7. COVENANT NOT TO COMPETE.**

- 7.1. You agree that at no time during the term of this Agreement or within a period of 2 years following its termination will you engage in any business activity which is competitive with the Company in respect of the Purpose nor work for or sub-contract to any other company which competes with the Company in respect of the Purpose.
- 7.2. Furthermore, at no time during the term of this Agreement or within a period of 2 years following its termination will you for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company in respect of the Purpose.

## **8. NON-SOLICITATION.**

- 8.1. You agree that at no time during the term of this Agreement or within a period of 2 years following its termination will you solicit any employee, officer, director, agent or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee, officer, director, agent or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

## **9. SOLICITING CUSTOMERS AFTER TERMINATION OF AGREEMENT.**

9.1. You agree that at no time during the term of this Agreement or within a period of 2 years following its termination will you directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them or their appetite or interest in the Purpose as it applies to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom you have called or with whom you became acquainted during the term of your contractual relationship with the Company, as the direct or indirect result of your relationship with the Company.

## **10. INJUNCTIVE RELIEF.**

10.1. You hereby acknowledge that the Company will suffer irreparable harm if you breach your obligations under this Agreement and that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if you breach any of such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

## **11. SEVERABLE PROVISIONS.**

11.1. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

## **12. MODIFICATIONS.**

12.1. This Agreement may be modified only by a writing executed by both you and the Company.

## **13. PRIOR UNDERSTANDINGS.**

13.1. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

## **14. WAIVER.**

14.1. Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

## **15. GENERAL**

15.1. You are entering into this Agreement in consideration of the disclosure of Confidential Information.

15.2. You agree that the obligations imposed by this Agreement in relation to Confidential Information extend to any Confidential Information which has been, or may have been, supplied to you prior to the date of this Agreement.

15.3. This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

**SIGNED BY** or on behalf of the parties on the date stated at the beginning of this Agreement.

Signed by Daniel Pinnell )  
for and on behalf of MY DREAM )  
EXPERIENCE LIMITED )



Signature of Director

Signed by (insert your name) )

for and on behalf of (insert company name) )

Signature of Director