

# MUTUAL NON-DISCLOSURE AGREEMENT

## FOR THE RECEIPT AND REVIEW OF PERSONAL DATA

### BACKGROUND

The Parties wish to share certain information, which may include Personal Data as defined below, solely for the purpose of evaluating a potential or existing business relationship or service provision (the “**Purpose**”). Any Personal Data shared under this Agreement is provided strictly for receipt and review for the Purpose only. Neither Party shall use, retain, or further deal with any Personal Data received under this Agreement other than as expressly permitted herein.

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement the following terms have the meanings set out below:

<b>Applicable Law</b>	The UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA 2018), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and any other applicable data protection or privacy legislation in force in the United Kingdom from time to time.
<b>Authorised Recipients</b>	Employees, directors, contractors, or professional advisers of a Receiving Party who have a need to review the Confidential Information for the Purpose and who are bound by written confidentiality obligations no less onerous than this Agreement.
<b>Confidential Information</b>	All information (in whatever form or medium) disclosed by one Party (Disclosing Party) to the other (Receiving Party) in connection with the Purpose, including but not limited to Personal Data, technical data, business plans, financial information, client details, and all copies or summaries thereof, whether or not marked as confidential.
<b>Data Subject</b>	An identified or identifiable natural person whose Personal Data is shared under this Agreement.
<b>ICO</b>	The Information Commissioner's Office, the supervisory authority for data protection in the United Kingdom.
<b>Personal Data</b>	Any information relating to an identified or identifiable natural person as defined in UK GDPR Article 4(1), including but not limited to names, addresses, contact details, and financial information.
<b>Personal Data Breach</b>	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data shared under this Agreement.
<b>Purpose</b>	As defined in the Background above.
<b>Restricted Transfer</b>	A transfer of Personal Data to a third country or international organisation not subject to an adequacy decision or otherwise permitted under the UK GDPR.

### 2. CONFIDENTIALITY OBLIGATIONS

- 2.1 Each Receiving Party undertakes that it shall keep all Confidential Information strictly confidential and shall not disclose any Confidential Information to any person other than its Authorised Recipients.
- 2.2 Each Receiving Party shall use Confidential Information solely for the Purpose and shall not copy, reproduce, distribute, or otherwise deal with it beyond what is strictly necessary for review.
- 2.3 Each Receiving Party shall implement and maintain appropriate technical and organisational security measures to protect Confidential Information against unauthorised access, disclosure, loss, destruction, or damage.
- 2.4 Each Receiving Party shall ensure that its Authorised Recipients are made aware of and comply with the obligations set out in this Agreement as a condition of access to Confidential Information.
- 2.5 The obligations in this clause 2 shall not apply to Confidential Information that:
  - (a) is or becomes publicly available through no act or omission of the Receiving Party.
  - (b) was in the Receiving Party's lawful possession prior to disclosure and was not subject to any obligation of confidence.
  - (c) is lawfully received from a third party free of any obligation of confidence; or
  - (d) is required to be disclosed by law, regulation, court order, or the rules of a regulatory authority, provided that the Receiving Party gives the Disclosing Party reasonable prior written notice and cooperates in seeking a protective order or other appropriate remedy.

### 3. PERSONAL DATA — RECEIPT AND REVIEW

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- 3.1 Any Personal Data shared under this Agreement is provided strictly for the Purpose of receipt and review. Neither Party shall use Personal Data received hereunder for any other purpose, share it with third parties (other than Authorised Recipients), or retain it beyond the period permitted under clause 7.
- 3.2 Each Party warrants that it has a valid lawful basis under Applicable Law for disclosing any Personal Data it provides to the other Party, and that Data Subjects have been informed of the disclosure in accordance with UK GDPR Articles 13 or 14 as applicable.
- 3.3 Each Party shall, in respect of any Personal Data it shares or receives under this Agreement:
  - (a) handle it in compliance with the data protection principles in UK GDPR Article 5.
  - (b) restrict access to Authorised Recipients only.
  - (c) not make any Restricted Transfer of that Personal Data without the prior written consent of the other Party and the implementation of appropriate safeguards under Chapter V of the UK GDPR, including the ICO's International Data Transfer Agreement (IDTA) where required.
  - (d) not share or disclose it to any sub-contractor or third party without the prior written consent of the Disclosing Party; and
  - (e) handle any Special Category Data with additional care and, where relevant, in compliance with UK GDPR Article 9 and Schedule 1 of the DPA 2018.
- 3.4 Each Party shall provide reasonable assistance to the other within three (3) business days of receipt of any request by a Data Subject to exercise their rights under UK GDPR Articles 12–22

(including access, rectification, erasure, restriction, portability, and objection) in respect of Personal Data originally provided by the other Party.

- 3.5 Neither Party shall rely on this Agreement as authority to process, use, or otherwise deal with Personal Data received hereunder in any way that exceeds the review described in the Purpose.

#### 4. PERSONAL DATA BREACH NOTIFICATION

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- 4.1 Each Party shall notify the other Party without undue delay, and in any event within 48 hours of becoming aware, of any actual or suspected Personal Data Breach affecting Confidential Information or Personal Data held under this Agreement.

- 4.2 Such notification shall include, to the extent then known:

- (a) the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned.
- (b) the categories and approximate number of Personal Data records concerned.
- (c) the likely consequences of the breach; and
- (d) the measures taken or proposed to address the breach.

- 4.3 Each Party shall cooperate fully in investigating and remediating any Personal Data Breach and in meeting any notification obligations to the ICO under UK GDPR Article 33 or to Data Subjects under Article 34.

#### 5. PERMITTED DISCLOSURE

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- 5.1 A Receiving Party may disclose Confidential Information where required by law or court order, provided that:

- (a) the Receiving Party gives the Disclosing Party as much advance notice as is practicable in the circumstances.
- (b) the Receiving Party uses reasonable endeavours to assist the Disclosing Party in obtaining a protective order or other relief; and
- (c) the Receiving Party discloses no more than is strictly required.

- 5.2 Nothing in this Agreement prevents either Party from disclosing information to the ICO or any other competent regulatory authority where required by law.

#### 6. INTELLECTUAL PROPERTY AND NO LICENCE

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- 6.1 All Confidential Information, including any Personal Data, disclosed under this Agreement shall remain the property of the Disclosing Party. No licence, express or implied, is granted to the Receiving Party in relation to any intellectual property rights in the Confidential Information.

- 6.2 The Receiving Party shall not reverse-engineer, reproduce, or use Confidential Information as the basis for any product, service, or output except as strictly necessary for the Purpose.

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## 7. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

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- 7.1 Upon written request by the Disclosing Party, or upon termination or expiry of this Agreement, each Receiving Party shall, at the Disclosing Party's election, promptly return or securely destroy all Confidential Information (including all copies, summaries, extracts, and notes incorporating Confidential Information) in its possession or control.
- 7.2 The Receiving Party shall provide written confirmation of destruction within five (5) business days of completing the process.
- 7.3 The Receiving Party may retain Confidential Information solely to the extent required by applicable law or regulation, subject to the ongoing obligations of this Agreement.

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## 8. TERM AND TERMINATION

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- 8.1 This Agreement shall commence on the date of execution and shall continue for a period of twelve (12) months, unless terminated earlier by either Party giving thirty (30) days' written notice to the other.
- 8.2 Either Party may terminate this Agreement with immediate effect by written notice if the other Party commits a material breach of any obligation under this Agreement that is incapable of remedy, or that is not remedied within fourteen (14) days of written notice requiring remedy.
- 8.3 The obligations of confidentiality and data protection set out in clauses 2, 3, 4, and 7 shall survive termination or expiry of this Agreement for a further period of five (5) years.

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## 9. LIABILITY AND INDEMNITY

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- 9.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded or limited under applicable law.
- 9.2 Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, and agents from and against any losses, claims, damages, fines (including ICO regulatory fines), costs, and expenses arising from that Party's breach of its obligations under this Agreement, including any breach of Applicable Law.
- 9.3 Each Party acknowledges that damages may not be an adequate remedy for a breach of this Agreement and that injunctive or other equitable relief may be appropriate.

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## 10. GENERAL

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- 10.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes all prior discussions, representations, warranties, and undertakings relating to that subject matter.

- 10.2 **Variation.** No variation of this Agreement shall be effective unless made in writing and signed by duly authorised representatives of both Parties.
- 10.3 **Waiver.** Failure by either Party to exercise or enforce any right under this Agreement shall not be deemed a waiver of that right.
- 10.4 **Severance.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 10.5 **Assignment.** Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 10.6 **Notices.** All notices under this Agreement shall be in writing and delivered by hand, first-class post, or email (with read receipt) to the addresses of the Parties as set out in this Agreement or as notified from time to time.
- 10.7 **Third Party Rights.** A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 10.8 **Further Assurance.** Each Party shall at its own cost execute all documents and take all steps reasonably required by the other Party to give effect to this Agreement.

## 11. GOVERNING LAW AND JURISDICTION

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- 11.1 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.