

## Confidentiality Agreement for Employee / Agent

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

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THIS AGREEMENT is dated:

## PARTIES

- (1) Spoton.net Limited a company incorporated in England (No. 04437533) and trading as Spoton.net whose registered office is at 167-169 Union Street, Torquay Devon TQ1 4BX (Franchisor)
- (2) ..... of .....  
(Employee / Agent) (Franchisee's Trading Name)

## BACKGROUND

- (A) The Franchisor wishes to ensure that Confidential Information revealed in the course of training sessions and the Franchise Operations and Training Manual remains confidential and is not used by the Employee / Agent for any purpose other than the proposed.

## AGREED TERMS

### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.
- 1.2 **Business:** means the business of the marketing and supply of Spoton.net products of the type marketed and supplied or to be marketed and supplied by franchisees of the Franchisor at the date of this agreement.
- Confidential Information:** has the meaning given in clause 2.2.
- Copies:** copies of Confidential Information including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.
- Franchisee:** .....  
(Franchisee's Full Name)
- 1.3 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.4 A **person** includes a corporate or un-incorporated body.
- 1.5 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 **Writing** or **written** includes faxes but not e-mail.
- 1.7 Words in the singular include the plural and in the plural include the singular.

## 2. EMPLOYEE'S / AGENT'S OBLIGATIONS

- 2.1 In return for the Franchisor and/or Franchisee making Confidential Information available to the Employee / Agent, the Employee / Agent shall:
- (i) keep the Confidential Information secret;
  - (ii) not make use of, or disclose, other than exclusively for the purposes of the Business operated by the Franchisee, any information relating to the Business or any other confidential information supplied by or on behalf of the Franchisor unless it has entered into the public domain other than by virtue of breach of this Agreement or breach by the Franchisee or any of the employees / agents and subcontractors of a duty of confidentiality owed by them to the Franchisor.
  - (iii) Inform the Franchisors immediately on becoming aware, or suspecting, that an unauthorised person has become aware of Confidential Information.
  - (iv) Comply with the operation of the systems and obligations under GDPR, including deletion of all data held on expiry of the employment contract.
- 2.2 **Confidential Information** means:
- (a) all information in whatever form (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) relating to the Business, that is directly or indirectly disclosed, whether before or after the date of this agreement, to the Employee / Agent by the Franchisor or Franchisee.

## 3. FORCED DISCLOSURE

- 3.1 The Employee / Agent may disclose Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

## 4. RESTRICTIONS ON EMPLOYEE

- 4.1 For a period of six months after the receipt of training the Employee shall not within the United Kingdom engage in, be employed by or be concerned or interested, directly or indirectly, in any business which supplies or markets website products in competition with the Business, the Franchisor, the Franchisee or any other the other franchisees of the Franchisor within the United Kingdom save as the holder of not more than 5 per cent of the issued share capital of a company whose shares are publicly quoted on a recognised stock exchange.

5. **SEVERANCE**

- 5.1 If any court or administrative body of competent jurisdiction finds any provision of this agreement to be invalid, unenforceable or illegal, the other provisions of this agreement shall remain in force.
- 5.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

6. **LANGUAGE**

- 6.1 If this agreement is translated, the English language text shall prevail.
- 6.2 Any other document provided in connection with this agreement shall be in English, or there shall be a properly prepared translation into English and the English translation shall prevail in the case of any conflict between them.

7. **GOVERNING LAW AND JURISDICTION**

- 7.1 This agreement and any disputes or claims arising out of, or in connection with, its subject matter are governed by and construed in accordance with the law of England.
- 7.2 The parties irrevocably agree that the courts of England have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement. In particular nothing in this agreement prevents a party from bringing any such dispute or claim to the courts of the Republic of Ireland or those of any other jurisdiction where the Employee/Agent is resident.

This agreement has been entered into on the date stated at the beginning of it.

Signed by  
 Employee / Agent .....  
 (Employee's signature)

Signed by Joanne Robbins  
 for and on behalf of Spoton.net Limited .....  
 (Director's signature)