**THIS NON-DISCLOSURE DEED** (this “**Deed**”) is made the \_\_\_\_\_\_\_\_\_\_( DATE) \_\_\_\_\_\_\_\_\_\_\_\_

1. By...........................................................................................................................

(print individual / corporate / company / group / partnership name)

1. of............................................................................................................................

(print home address / registered office address)

1. Nationality / Country of Incorporation or Registration ……. ………………………
2. Passport number or Company Registration Number ……………………………….

(the “**Recipient**”)

1. In this Non-Disclosure Deed, “Principal” means Hill Robinson International Ltd, of second floor, 14 Athol Street, IM1 1JA Douglas, Isle of Man and its officers, employees, servants, agents and advisers, together with its Affiliates and their officers, employees, servants, agents and advisers.

Background

1. It is anticipated that in connection with the Purpose the Recipient will be exposed to or will otherwise receive Confidential Information.
2. The Recipient acknowledges that the Client values its privacy and that the need to maintain the confidentiality of all information relating to the Client and of all arrangements made by or on behalf of the Client is paramount.

THE RECIPIENT UNDERTAKES AS FOLLOWS:

# Definitions and interpretation

## 1.1 The following definitions and rules of interpretation in this clause apply in this Deed:

"Affiliate" means, in relation to a specified Person, any Person that directly or indirectly through one or more intermediaries: (i) controls; or (ii) is controlled by; or (iii) is under common control with; or (iv) is the ultimate beneficial owner of, such specified Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms “controls", "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise;

“Client” means the Principal’s clients (together with any Affiliates of such clients) and those clients’ (and their Affiliates’) family members, guests, employees, servants, agents and advisers, or any of them individually. Where the Principal’s client (or that client’s Affiliate) is a company, the expression “Client” shall extend to include that company’s officers and that company’s beneficial owner(s), their family members, guests, employees, servants, agents and advisers, or any of them individually.

“Confidential Information” means all information (however recorded, preserved or disclosed and whether or not marked as confidential) relating to the Principal’s operations or activities or those of the Client, including but not limited to:

### any information relating to the ownership, specification or operation of any yacht, aircraft or other asset owned by the Client and/or managed by the Principal;

### the planned usage and/or itinerary of any yacht, aircraft or other asset owned by the Client and/or managed by the Principal;

### the identity of and any information relating to the Client, including without limitation the nationality, place of residence, occupation and business affairs of the Client;

### any plans, photographs, drawings, diagrams, specific requirements, modifications, designs, colour schemes, materials, structures, costs, payments, invoices, financial statements, engineering plans, structural plans, motor details, security details, IT information, passwords, remote access details, communications information, details regarding any fixtures or fittings, performance information and any other information relating to the yacht, aircraft or other asset managed by the Principal;

### any Intellectual Property belonging or licensed to the Principal and/or the Client;

### any commercial, financial, accounting, operational, managerial, legal, tax, business, personal, private or domestic arrangements or matters relating to the Principal and/or the Client;

### any information relating to the Principal and/or the Client disclosed or made available directly or indirectly to the Recipient by the Principal or by the Client;

### any information relating to the Client that the Recipient gains from his or her connection with the Principal and/or the Client, including without limitation the furniture, art collections, designs, specifications and any other information relating to any yacht, aircraft or other assets owned or operated by or on behalf of the Client;

### the product of any analysis of the information described above;

### the existence and terms of this Deed;

“Intellectual Property” means any patents, registered designs, trademarks, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models whether registered or unregistered and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, ‘get-up’ and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world;

"Person" includes, without limitation, any individual, corporation, company, group or partnership; and

“Purpose” means the advancement of the business of the Principal and the protection and promotion of the interests of the Client.

## Clause and paragraph headings shall not affect the interpretation of this Deed and references to clauses are to the clauses of this Deed.

# Obligations of the recipient

## 2.1 In consideration for being appointed by the Principal in connection with the Purpose the Recipient shall keep the Confidential Information confidential and, except with the prior written consent of the Principal, shall:

### not use or exploit the Confidential Information in any way except as is strictly necessary for the Purpose;

### not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Deed;

### not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Principal);

### keep separate the Confidential Information from all documents and other records of the Recipient;

### ensure that any document or other records containing Confidential Information are kept securely;

### treat the Confidential Information with reasonable care (and at least the same level of care as if it were his or her own) and keep it in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;

### notify the Principal immediately if he or she becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;

### take all necessary steps on his or her part to give full effect to the provisions of this Deed and shall not procure, induce, solicit or assist (or seek to do any such things) either directly or indirectly any act, matter or thing the purpose or effect of which would be to circumvent, breach, interfere with, undermine, detract from, diminish the value or benefit to the Principal and/or the Client of, or otherwise prohibit full effect being given to, the provisions of this Deed; and

### not take any photographs of any yacht, aircraft or other asset managed by the Principal, or any part thereof, or of the Client.

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## 2.2 Other than with the Principal’s prior written consent or as provided herein, the Recipient may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent he or she is legally permitted to do so, the Recipient gives the Principal as much notice of such disclosure as possible. Where notice of disclosure is not prohibited and is given in accordance with this clause the Recipient shall, where permitted to do so by law, take into account the reasonable requests of the Principal in relation to the content of such disclosure.

## 2.3 The Recipient shall under no circumstances make use of or disclose any Confidential Information in or via social media, broadcast media, books, e-books, newspapers, journals, magazines or other publications (whether printed, electronic or any other format) or in any interviews (whether formal or informal, in person or via correspondence, telephone or other means of communication).

## 2.4 Notwithstanding that any Confidential Information may be:

## generally and publicly available (other than by breach of this Deed);

## lawfully in the possession of the Recipient before its disclosure under this Deed; or

## obtained from a third party who is free to disclose it;

## the Recipient shall under no circumstances comment on, post, share, repeat, circulate or otherwise, propagate any Confidential Information in or via social media, broadcast media, books, e-books, newspapers, journals, magazines or other publications (whether printed, electronic or any other format) or in any interviews (whether formal or informal, in person or via correspondence, telephone or other means of communication).

# Return of information and announcements

## 3.1 At the request of the Principal, the Recipient shall promptly destroy or return to the Principal all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information and erase all Confidential Information from his/her computer systems and/or any other electronic devices and certify in writing to the Principal that he/she has complied with the requirements of this clause.

## 3.2 If the Recipient subsequent to this Deed is engaged in any project which, in the reasonable opinion of the Principal, might have involved the use of any of the Confidential Information the Recipient shall, at the written request of the Principal, supply to the Principal information reasonably necessary to establish that the Confidential Information has not been used or disclosed in relation to such engagement.

## 3.3 The Recipient shall not make, or permit any person to make, any public announcement, statement or comment concerning this Deed without the prior written consent of the Principal except as required by law or any governmental or regulatory authority, or by any court or other authority of competent jurisdiction.

# Reservation of rights, acknowledgement and indemnity

## 4.1 The Principal and the Client reserve all of their rights in the Confidential Information. No rights are granted to the Recipient and no obligations are imposed on the Principal or the Client in respect of the Confidential Information. In particular, nothing in this Deed shall be construed or implied as obliging the Principal or the Client to disclose any specific type of information under this Deed, whether Confidential Information or not.

## 4.2 The Principal does not make any express or implied warranty or representation concerning the Confidential Information, or the truth, accuracy or completeness of the Confidential Information.

## 4.3 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Deed. Accordingly, without prejudice to any other rights and remedies they may have, the Principal and the Client shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Deed.

## 4.4 The Recipient shall indemnify and keep fully indemnified the Principal and the Client at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Principal and/or the Client (as appropriate) arising from any breach of this Deed by the Recipient.

# General

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## 5.1 Any failure by the Principal and/or the Client to exercise, or any delay in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise by the Principal and/or the Client of any right or remedy provided under this Deed or by law shall preclude or restrict the further exercise of that or any other right or remedy.

## 5.2 The provisions of this Deed and the obligations set out herein shall continue indefinitely and shall survive the performance, expiry or termination for any reason of the Recipient’s connection with the Purpose.

## 5.3 The Parties intend the provisions of this Deed to be legally binding. If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

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## 5.4 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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## 5.5 The Recipient agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims), provided that this clause shall not operate so as to preclude the Principal and/or the Client from instigating proceedings in any court of competent jurisdiction in order to protect or enforce its rights hereunder.

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| EXECUTED AND DELIVERED AS A DEED on:  ………………………………………………  (date)  by or on behalf of the Recipient,  ………………………………………………….  (print name) | )  )  )  )  )……………………………………………………………  (signature of Recipient or his/her authorised signatory) |
| in the presence of:  Witness name:  Witness occupation:  Witness address: | )  )  )  )  )……………………………………………………………  (witness signature) |