

*For your eyes only*

*Non - Disclosure Agreement*

\_\_\_Edwin Hackett\_\_\_\_\_ OF.....Hackett & Hackett (London)  
Ltd..... And not limited to other associated brand businesses of yours.

*Between*

*Hackett & Hackett (London) Ltd trading as Hackett & Hackett / Chauffeurma / Hackett  
Chauffeuring incorp. Thunder & Lightfoot (tm) Exchange & Move (tm)*

CONTRACTOR NAME.....

ADDRESS.....

TEL NO.....

EMAIL ADDRESS.....

[www.hackettandhackettgroup.com](http://www.hackettandhackettgroup.com)

[service@hackettandhackettgroup.com](mailto:service@hackettandhackettgroup.com)

Office Mobile: +44 (0) 7949 129 929  
35 Chagford Street, London NW1 6EB  
Registered at Companies House: 7100605  
SIA Licence No. 1009716646159136  
VAT No. 992 1175 07

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HACKETT

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This agreement is dated .....



Parties

(1) Hackett & Hackett (London) Ltd trading as Hackett & Hackett incorporated and registered in England and Wales with company number 7100605 whose registered office is at 35 Chagford Street London NW1 6EB United Kingdom (Company)

(2) **Affiliate Name**.....

**Address**.....

## 1. Definitions

The definitions in this clause apply in this agreement.

*Company Information: Confidential Information owned by the company and disclosed to AFFILIATE AND ITS SUBSIDIARIES WHETHER NOTED HERE OR NOT, including Confidential Information relating to the company software.*

*Company Software: software used by the company and either owned by, or licensed to, the company.*

*Confidential Information : Any information relating to the business of the Company which is not publicly available including ,but not limited to, any information specifically designated by the Company as confidential ;any information supplied to the Company by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of the confidence or as having commercial value in relation to the business of the Company and including specifically the terms of information specified in the schedule.*

*Objective: Performance of specified services by Hackett & Hackett or its incorporated subsidiaries whether noted her or not on behalf of the company.*

## 2. AFFILIATE Obligations

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2.1 **AFFILIATE Name** ..... undertakes to respect and preserve the confidentiality of the company information during the course of their engagement and for a period of 5 YEARS thereafter (subject to clause 2.2 below).

**AFFILIATE Name** ..... shall not without the prior written consent of the Company:

(a) Communicate, or otherwise make available, the Company information to any third party; or

(b) Use the Company Information or the Company Software for any commercial, industrial or other purpose whatsoever other than the Objective; or

(c) Copy, adapt, or otherwise reproduce the Company Information or the Company Software save as strictly necessary for the purposes of the Objective.

(d) This agreement applies innocently as well i.e. if a third party approaches then if that approach has not been duly reported both verbally and in writing then that approach will be deemed as a breach of the agreement as you are allowing yourself to be approached.

2.2 **AFFILIATE** shall promptly notify the Company upon becoming aware of any unauthorised disclosure, copying, use or loss of all or any part of the Confidential Information.

2.3 **AFFILIATE** will confirm to the Company in writing at any time on request that **AFFILIATE** Company has complied with the provisions of this agreement and shall provide upon request a statutory declaration to the effect that no Confidential Information has been used or disclosed in breach of the terms of this agreement.

2.4 The obligations contained in this clause 2 shall not apply or shall cease to apply to such part of the Company Information as **AFFILIATE** Company can show to the reasonable satisfaction of the Company;

(a) was already known to **AFFILIATE** Company prior to disclosure to it by the Company; or

(b) has been received from a third party who neither acquired it in confidence from the company, nor owed the Company a duty of confidence in respect of it.

### 3. Property Rights & Indemnity

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3.1 The Company Information, the Company Software, the Company investors, the Company clients and, the Company drivers, list of Sub Contractors all related documentation are proprietary to the Company. **AFFILIATE** Company acknowledges that any disclosure pursuant to this agreement shall not confer on **AFFILIATE** any intellectual property or other rights in relation to the Company Information.

3.2 **AFFILIATE** acknowledges that:

(a) the confidential information is highly confidential and commercially sensitive; and

(b) disclosure may cause irreparable damage to the Company and the business interests of the Company; and

(c) any use or outside knowledge of the Confidential Information may be highly damaging to the Company and the business interests of the Company; and

(d) damages alone would not be an adequate remedy for any breach by **AFFILIATE** of the provisions of this agreement and, accordingly, without in any way limiting the rights and remedies of the Company, the Company shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement.

3.3 **AFFILIATE** agrees to indemnify the company in all circumstances against any cost, claims, proceedings, liabilities or expenses resulting from any unauthorized disclosure or use of Confidential Information by **AFFILIATE** or the **AFFILIATES** employees, advisors, agents, representatives or any associated or connected party.

#### 4. General

4.1 No variation in this agreement shall be effective unless it is in writing and signed by, or on behalf of, all parties.

4.2 Writing or Written includes faxes but not e-mail or any other form of electronic communication except where expressly provided to the contrary.

4.3 If any provision of this agreement is to be found illegal, unenforceable or invalid in whole or in part then the remaining portions of such provisions and other provisions of this agreement shall continue to be binding and in full force and effect.

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4.4 This agreement shall be interpreted and construed in accordance with English Law. However, either party may enforce the other party's obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against such party.

THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF AGREEMENT.

## *Schedule Confidential Information*

*Information concerning the Company's business, investor's, systems, software and services including commercial records, customer lists, sub-contractor lists, sales information, strategy and commercial plans.*

## *NON -COMPETE*

*AFFILIATE may not collaborate, enter into any formal or informal agreement or in any other way conduct business with any of Hackett & Hackett (London) Ltd customers, clients or any such entity.*

*Where Hackett & Hackett (London) Ltd are set up as a service provider or preferred supplier AFFILIATE or companies incorporated may not approach or tender for contract as noted in previous clause in this agreement i.e. a fixed 5-year period from distinguishing your ties with us here at Hackett & Hackett (London) Ltd.*

*In the event of breach of this NON- COMPETE clause, AFFILIATE shall pay liquidated damages in the amount of 30,000gbp to be paid on Hackett & Hackett (London) ltd request. Payment of liquidated damages does not imply that AFFILIATE can continue to breach the NON- COMPETE clause.*

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*AFFILIATE continue to breach the NON - COMPETE clause, AFFILIATE shall pay the amount set down in this clause plus 25% every calendar month increasing to 50% after this first month until the breach has been brought to an end.*

*Any breach of this NON-COMPETE clause shall be considered a material breach of this agreement and shall allow Hackett & Hackett (London) Ltd to terminate the agreement*

**Party Signatories**

Signed by Edwin Hackett  
For and behalf of Hackett & Hackett Ltd .....  
(Director)

*(trading as www. Hackett & Hackett incorp. Chauffeurama/ Hackett Chauffeuring / Thunder& Light foot  
™ / Exchange and Move ™*

Signed by AFFILIATE .....

Name Print.....

Address.....

**Contact information**

**Hackett & Hackett London Ltd**

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