1. **Scope** [ISO27002 Clause 13.2.4]

Retirement Capital requires that any confidential, restricted or private information shared with employees/staff, sub-contractors or third parties of any description be the subject of a confidentiality agreement.

1. **Responsibilities**

All owners of information assets are responsible for ensuring that their asset is only accessible to employees/staff of Retirement Capital or to individuals who have current, signed confidentiality agreements.

1. **Procedure**
   1. Retirement Capital’s confidentiality agreement, which requires the maintenance of confidentiality for a set period, is set out below, in 3.6. It includes clauses that:
2. Define the information to be protected, its ownership and its classification.
3. Set out the expected duration of the agreement.
4. Describe the required actions on termination of the agreement.
5. Identify the various responsibilities and actions required of signatories in order to avoid unauthorised information disclosure.
6. Identify the permitted use of the information, and the signatories’ rights in respect of that information.
7. Clarify rights to audit and monitor use of that information.
8. Describe the process for notification and reporting of unauthorised disclosure or breaches of confidentiality.
9. Set out the terms for the information to be returned or destroyed at agreement cessation.
10. Describe the actions that are to be taken if the agreement is breached.
    1. The agreement is reviewed by Retirement Capital at least annually and whenever they identify a relevant change in the law.
    2. The agreement is also reviewed whenever there are significant changes to contracts of employment and contracts for services with third parties.
    3. This confidentiality agreement is, with effect from the date of first issue of this procedure, incorporated into all new and renewed contracts of employment, all new and renewed contracts for services with third parties or subcontractors, and into Non-Disclosure Agreements (‘NDAs’).
    4. Third parties are required to sign an NDA prior to being given access to confidential or restricted information.
    5. Confidentiality agreement:

*1 In this Confidentiality Agreement "Confidential Information" shall mean any information which is marked as confidential, or is by its nature clearly confidential, including, without limitation, any information relating to that party's services, operations, plans or intentions, service information, design rights, trade secrets, market opportunities and business affairs or those of its clients and is disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by either party ("the Disclosing Patty") to the other ("the Receiving Party").*

*1.2 The Receiving Party shall only use the Confidential Information solely for the Purpose and in accordance with the terms of this Confidentiality Agreement.*

*1.3 The Receiving Party will exercise in relation to the Disclosing Party's Confidential*

*Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information and in any event will exercise a reasonable and appropriate degree of care and protection.*

*1.4 The Receiving Party undertakes not to disclose any of the Disclosing Party's Confidential Information to any third party except that it may disclose such Confidential Information to its employees, professional advisors, agents or sub-contractors but only to the extent necessary for the Purpose. The Receiving Party shall ensure that any third party to whom it discloses the Confidential Information shall be informed of the confidential nature of the information and be bound by obligations of confidentiality on terms no less onerous than those set out in this Confidentiality Agreement.*

*1 .5 The Receiving Party undertakes to destroy or return (at the Disclosing Party's discretion) to the Disclosing Party all Of the Disclosing Party's Confidential Information in its possession, custody or control on receipt of a request to that effect and, in any event, upon termination or expiry of this Confidentiality Agreement.*

*1.6 Without prejudice to any other rights or remedies that either party may be entitled to, the parties acknowledge that damages may not be an adequate remedy for breach of the obligations set out in this Confidentiality Agreement and agree that both parties will be entitled to seek remedies of injunction, specific performance and any other available equitable relief for any threatened or actual breach.*

*1.7 The provisions of this Confidentiality Agreement shall not apply to any Confidential Information:*

*1 .7.1 to the extent that it is or comes into the public domain otherwise than as a result of a breach of this Confidentiality Agreement by the Receiving Party;*

*or*

*1.7.2 which the Receiving Party can show by its written records was in its possession prior to receiving it from the Disclosing Party and which it had not previously obtained from the Disclosing party or a third party on its behalf under an obligation of confidence; or*

*1.7.3 has been independently developed by the Receiving Party without access to the Confidential Information; or*

*1 .7.4 which is required to be disclosed by law.*

*1.8 This Confidentiality Agreement shall continue from the date first set out above until terminated by either party by giving 30 days written notice to the other party. Notwithstanding such termination, the obligations of each party concerning confidentiality shall terminate five years following receipt of the Confidential Information.*

*1.9 Save as required by law, no publicity or advertising shall be released by either party in connection with the subject matter of this Confidentiality Agreement without the prior written approval of the other which shall not be unreasonably withheld.*

*1.10 No failure or delay by either party to exercise any right or remedy under this Confidentiality Agreement shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. No waiver by either party of any breach of this Confidentiality Agreement shall be considered as a waiver of a preceding or subsequent breach.*

*1.11 A variation of or amendment to this Confidentiality Agreement shall be valid only if it is in writing and signed by an authorised representative of each of the parties.*

*1.12 This Confidentiality Agreement is governed by and shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.*

***Document Owner and Approval***

The Director (CISO) is the owner of this document and is responsible for ensuring that this procedure is reviewed in line with the review requirements of the ISMS.

A current version of this document is available to all members of staff on the corporate intranet.

This procedure was approved by the Director (CISO) on 14th November 2020 and is issued on a version-controlled basis under his/her signature.

Signature:

Date: 14/11/2020

**Change History Record**

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| Issue | Description of Change | Approval | Date of Issue |
| 1 | Initial issue | Gavin McCloskey | 14/11/2020 |
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