

# Confidentiality Agreement

It is a condition of my employment with Global Marine Systems Limited that I have read and agree to abide by the terms and conditions of this agreement. Thus, intending to be legally bound, I hereby enter into this Confidentiality Agreement, to supplement my common law obligations of confidentiality to the company. I acknowledge that a breach of this agreement could result in the Company's confidential information or data being disclosed to a competitor or other interested party.

I further acknowledge that any conduct on my part, in breach of this agreement, may render me liable to summary dismissal under the Company's disciplinary rules and procedure.

Accordingly I, \_\_\_\_\_ (Print Name)  
have agreed to:

Observe and perform the following:

- Definitions:

The following words are defined in this undertaking as follows:

'Global Marine': Global Marine Systems Limited, and subsidiary, Group, Company or any other legal entity to whom I may be seconded or transferred by Global Marine during my employment.

'Confidential Information': Includes but shall not be limited to:

- a. Trade secrets of Global Marine.
  - b. Commercial information, including the terms of commercial agreements (and the existence of such agreements), the identity of customers and suppliers (including potential customers of suppliers) and collaborative partners and Global Marine's pricing policies and procedures.
  - c. Strategic and financial information, including business plans, financial details (including management accounts and unpublished accountants), board decisions, marketing plans, manpower plans, target customer lists, new products and services to be sold or supplied or proposed to be sold or supplied by Global Marine.
  - d. Third party information, i.e. information received in confidence from third parties, including collaborative partners.
  - e. Scientific and technical information, including the working of any cable installation process or invention or any methods or know how used by or which relates to the business of Global Marine.
  - f. All computer data, system methods, and other computer software developed and used by Global Marine.
  - g. "Personal data" inclusive of "Special Category" or "Sensitive" personal data as defined by The GDPR.
- This agreement shall remain in force for the duration of my employment with Global Marine and at all times thereafter, irrespective of the reason or the manner of the termination of my employment with Global Marine.

- During the course of my employment, Global Marine will entrust Confidential Information into my possession or my knowledge. I shall not make use of, divulge or communicate to any person (except in the proper performance of my employment with Global Marine) any Confidential Information which I may have received or obtained, or which I may hereafter receive or obtain, as a result of or in any way in connection with my employment with Global Marine, unless expressly authorized to do so by a Director, Company Secretary or other Senior Officer of Global Marine or compelled to do so by a court of law of competent jurisdiction.
- I further agree to keep all Confidential Information secure and safe at all times. I shall not take any Confidential Information home at the end of the day or copy any Confidential Information except where this is strictly necessary for the proper performance of my duties for Global Marine and I have authorization to do so.
- Global Marine from time to time is entrusted with intellectual property rights, technology, knowhow and confidential information by persons other than Global Marine. I agree to be bound by any contractual obligations which Global Marine may have agreed to impose on its employees. I agree to enter into any confidentiality agreement Global Marine shall require me to enter into with any third party.
- This agreement shall not apply to information that has become part of my professional skill and knowledge and which can no longer be regarded as Confidential Information.
- I acknowledge that the terms of this agreement are subject to Global Marine's Whistle Blowing Policy.
- I acknowledge that any actions by me resulting in a GDPR data breach or GDPR non-compliance will be subject to review under Global Marine's disciplinary process.
- I will maintain, retain, use or dispose of any material preserved in a permanent or semi permanent form which comes into my possession as a result of or during the course of my employment, whether the same be created, manufactured or preserved by me or not in accordance with Global Marine's policies from time to time. Immediately upon the termination of my employment (howsoever arising), or earlier if so required, I will return all such material to Global Marine or deliver it as Global Marine may otherwise direct.
- If any provision of this agreement is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this agreement, and the remaining provisions shall continue in force and effect to the fullest extent permitted by law.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_