

THIS AGREEMENT is made the day of

BETWEEN:

1. **[NAME of ATOL Holder]** a company incorporated in England and Wales under company number [] and whose registered office is at [ADDRESS] ("the Company"); and
2. **[NAME of Adviser]** of [ADDRESS] ("the Adviser")

(together referred to as "the Parties".)

RECITALS

- (1) The Company is an ATOL holder who makes available flight accommodation to consumers.
- (2) The Adviser is in the business of [description of business].
- (3) In accordance with the Company's ATOL Standard Terms, the Adviser has been retained and instructed by the Civil Aviation Authority of Aviation House, Beehive Ringroad, Crawley, West Sussex RH6 0YR ("the CAA") to provide advice to the CAA on matters relating to the Company or the Company's groups and/or prepare, or assist the CAA in the preparation of, a report (or reports) on the Company or the Company's group on any matter the CAA determines is required in order for the CAA to determine whether to grant, renew, vary or continue the Company's Air Travel Organisers' Licence ("ATOL") or the ATOLs of any companies in the Company's group (the "CAA's Instructions").
- (4) To enable the Adviser to carry out the CAA's Instructions, the Company will disclose Confidential Information to the Adviser.
- (5) The Parties recognise that the unauthorised disclosure or use of the Confidential Information could cause the Company commercial harm. Therefore, the Parties intend

to enter into this Agreement to regulate how such Confidential Information is to be treated whilst in the possession or control of the Adviser.

NOW IT IS AGREED as follows:-

1. Definitions

In this Agreement, the following words are to have the following meanings:-

1.1 'Confidential Information' means:

1.1.1 all information of whatever kind or nature, relating to the Company or companies in the Company's group whether imparted orally (including any note or record of the disclosure), in writing or electronically, and whether directly or indirectly disclosed to the Adviser by the CAA, the Company or anyone in connection with the CAA's Instructions and whether before, on or after the date of this Agreement; and

1.1.2 the fact that the Adviser is carrying out the CAA's Instructions.

1.2 'CAA's Instructions' has the meaning given in Recital (3) above.

2. Obligations of the Adviser

The Adviser undertakes to:

2.1 subject to clause 2.4, receive and keep the Confidential Information secret and confidential at all times and not disclose such Confidential Information to any third party;

2.2 take all necessary precautions to ensure that such undertaking is enforced and is enforceable, and take such action as to ensure that patentability is not destroyed through making information available to the public, for instance, by written or oral description;

- 2.3 use the Confidential Information in whole or in part only for the CAA's Instructions, and upon termination of this Agreement, it shall not use the Confidential Information for any purpose;
- 2.4 only disclose the Confidential Information under binding obligations of confidence (which it undertakes to enforce and for which it is legally responsible) to those of its subsidiaries, employees, sub-contractors, seconded staff, officers, agents, consultants, collaborators, insurers and reinsurers, as need to have access thereto wholly necessarily and exclusively for the purposes of the CAA's Instructions whose identity the Adviser shall provide to the Company at the Company's request, and on the conditions that such people shall have:
 - 2.4.1 been informed of the Company's interest in the Confidential Information and the terms of this Agreement; and
 - 2.4.2 been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this Agreement.
- 2.5 be responsible for ensuring that such persons identified in Clause 2.4 comply with the provisions of this Agreement.
- 2.6 Other than in respect of the CAA's Instructions, not, make any commercial use of or make any commercial gain from the Confidential Information or seek to obtain any protection of the intellectual property contained in the Confidential Information;
- 2.7 promptly notify the Company if it becomes aware that any of the Confidential Information falls within the provisions of Clause 3.

3. Limitation of the Adviser's Obligations

Clause 2 shall not apply to Confidential Information which:

- 3.1 was known to the Adviser prior to its communication by the Company, whether direct or through the CAA, (as evidenced by the Adviser's records); or