

# Confidentiality Statement

<b>Document code</b>	TPL-017
<b>Document name</b>	Confidentiality Statement
<b>Type</b>	Template / Sign-off form
<b>Version</b>	1.0
<b>Used by</b>	Supplier personnel; collected by Procurement; retained by Legal
<b>When to use</b>	Signed by each individual of a Tier 1 supplier — and of Tier 2 where required — before access to Customer Data or Customer Systems.
<b>Mandatory under</b>	NIS-2 Directive Article 21(2)(d); CIR (EU) 2024/2690 Annex point 10.3.2; ISO 27001 controls A.5.20, A.6.2
<b>Retention</b>	Duration of relationship + 10 years (statute of limitations)
<b>Compliance scope</b>	Individual confidentiality undertaking by personnel of suppliers. Companion to the supplier contract — does not replace the contractual confidentiality clause (see TPL-016 Clause 2).

## 1. Use of this form

This Statement is signed by each individual of a Supplier (or Partner, contractor, sub-contractor) before they obtain access to Customer Data or Customer Systems of [Organisation]. It is a personal undertaking — separate from, and additional to, any confidentiality clause in the underlying supplier contract. The form is required for personnel of Tier 1 suppliers, and may be required for Tier 2 suppliers where the existing supplier confidentiality regime is judged insufficient (see Supplier Security Policy, POL-019). Procurement collects the signed form before access is provisioned.

## 2. Statement

I, the undersigned, in connection with my engagement by [Supplier name] (the "Supplier") in the provision of services to [Organisation] (the "Customer"), acknowledge and undertake the following.

**1. Confidential information.** In the course of my engagement, I may have access to information of the Customer that is confidential — including but not limited to: business information, customer information, technical and security information, personal data of Customer personnel or Customer customers, intellectual property, methods, plans, and any information identified by the Customer as confidential or that a reasonable person would understand to be confidential ("Confidential Information").

**2. Use of Confidential Information.** I undertake to use Confidential Information only for the purposes of performing the services for which my engagement requires it. I shall not use Confidential Information for any personal purpose, for the benefit of any third party, or for the benefit of the Supplier other than in the performance of the services.

**3. Non-disclosure.** I undertake not to disclose Confidential Information to any person — whether within the Supplier or outside — who does not have a legitimate need to know and is not bound by equivalent confidentiality obligations. Disclosure required by law shall be made only to the extent strictly necessary, and after notice to the Customer (where lawful).

**4. Protection measures.** I undertake to handle Confidential Information using the security measures and policies communicated to me by the Customer or the Supplier — including in particular: not removing Confidential Information from Customer Systems except as required for the services; using only authorised devices, channels, and storage; protecting authentication credentials; reporting promptly any actual or suspected loss, disclosure, or compromise of Confidential Information.

**5. Personal data.** Where Confidential Information includes personal data, I undertake to process it only as authorised by the contractual provisions between Supplier and Customer and by applicable data protection law, and to follow any specific instructions of the Customer in that regard.

**6. Return on termination.** On termination of my engagement, or at any time on the Customer's request, I shall return or destroy any Confidential Information in my possession or control — including any copies, notes, or derivatives thereof — and shall not retain any such information save as required by law.

**7. Duration.** This undertaking applies during my engagement and for [number — typically 5 to 10 years] years thereafter, save where Confidential Information is in the public domain through no breach of this undertaking, or where a longer period applies under law or under the contract between Supplier and Customer.

**8. Acknowledgments.** I acknowledge that breach of this undertaking may cause material harm to the Customer; that the Customer may seek remedies including injunctive relief; and that breach may also constitute a breach of my engagement with the Supplier and trigger disciplinary action up to and including termination of engagement, in addition to any civil or criminal liability under applicable law.

**9. Governing law.** This undertaking is governed by the law applicable to the contract between Supplier and Customer or, in the absence of such designation, by the law of [jurisdiction of Customer], with exclusive jurisdiction of the courts of [city, jurisdiction of Customer].

### 3. Signature

<p><b>Full name:</b> [Full name in capitals]</p> <p><b>Role at Supplier:</b> [Role]</p> <p><b>Supplier:</b> [Supplier name]</p> <p><b>Date:</b> [DD/MM/YYYY]</p>	<p><b>Signature:</b></p> <p>_____</p> <p><b>Place:</b> [City, country]</p>
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### 4. Customer counter-signature (optional)

Where the Customer wishes to acknowledge receipt of this Statement on its records, the following counter-signature may be used.

<p><b>Received by:</b> [Name, role — Procurement or Legal]</p> <p><b>Date:</b> [DD/MM/YYYY]</p>	<p><b>Signature:</b></p> <p>_____</p>
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