



## **HyperProtect Ltd – Contractor, Partner & Confidentiality Agreement, Non-Disclosure, Intellectual Property & Restrictive Covenants**

### **Registered Address**

6b Upper Water Street, Newry, Co Down, Northern Ireland, BT34 1DJ

Effective Date: Date of acceptance as defined in Clause 3.

### **1. Purpose**

This Agreement governs the protection of confidential information, intellectual property, commercial relationships, and business interests of HyperProtect Ltd (“Company”) where an individual or organisation (“Recipient” or “Contractor”) provides services, receives information, or engages commercially with the Company.

### **2. Definitions**

“Recipient” or “Contractor” means any individual, contractor, subcontractor, consultant, partner, supplier, organisation, or other entity receiving Confidential Information from or providing services to HyperProtect Ltd under any engagement.

“Company” means HyperProtect Ltd.

“Prime MSP” means any prime contractor, managed service provider, or delivery partner through which HyperProtect Ltd provides services.

“Customer Relationship” means any client, customer, partner, end-customer, or prospective customer introduced to or known through HyperProtect Ltd or a Prime MSP.

### **3. Acceptance, Incorporation & Digital Binding Effect**

This Agreement is incorporated into and forms part of any Purchase Order (PO), Statement of Work (SOW), contractor engagement, partner arrangement, onboarding process, or access to Company systems.

Acceptance of any of the above, commencement of services, continued engagement, or access to Company information constitutes legally binding acceptance of this Agreement as if physically signed.

Electronic acceptance, including click-through acknowledgement, email confirmation, or conduct indicating acceptance, shall have full legal effect.

The current version of this Agreement is published at [HyperProtect.com](https://HyperProtect.com) and may be updated periodically. The version in force at the date of engagement shall apply.

#### **4. Confidential Information**

Confidential Information includes all non-public information relating to clients, customers, partners, supplier identities, operational procedures, security protocols, pricing, financial data, commercial strategy, technical systems, intellectual property, staff information, and the existence or nature of any commercial relationship. All Confidential Information remains the exclusive property of HyperProtect Ltd.

#### **5. Confidentiality Obligations**

The Recipient or Contractor agrees to:

- Keep all Confidential Information strictly confidential
- Use information solely for authorised Company purposes
- Not disclose information without written consent
- Protect information from unauthorised access
- Ensure employees, subcontractors, and agents comply
- Immediately notify the Company of any breach or risk

#### **6. Duration of Confidentiality**

Confidentiality obligations shall continue:

- Five (5) years from the end of engagement for general business information
- Indefinitely for trade secrets, client information, operational methods, pricing structures, proprietary processes, and commercially sensitive information

#### **7. Non-Compete Covenant (18 Months)**

For 18 months after engagement ends, the Recipient or Contractor must not:

- Work for or provide services to any competitor of HyperProtect Ltd
- Establish or participate in any competing business
- Engage in activities that divert opportunities from HyperProtect Ltd

#### **8. Customer Protection, Managed Service Exception & Anti-Circumvention**

##### **8.1 Protected Customer Relationships**

The Recipient or Contractor acknowledges that all Customer Relationships of HyperProtect Ltd or any Prime MSP constitute protected commercial relationships.

The Recipient or Contractor shall not, during engagement or for 18 months thereafter, directly or indirectly approach, solicit, contract with, accept work from, disclose commercial information, circumvent, or bypass HyperProtect Ltd or the Prime MSP.

## **8.2 Permitted Managed Work**

Work is permitted where the customer is managed by HyperProtect Ltd or the Prime MSP and:

- HyperProtect Ltd or the Prime MSP remains the contracting or delivery authority
- Work is performed under Company or Prime MSP direction
- The Recipient or Contractor does not invoice or contract directly with the customer
- Commercial control remains with HyperProtect Ltd or the Prime MSP

## **8.3 Zero-Tolerance Bypass**

Any attempt to contract directly with customers, accept direct payment or benefit, move services outside HyperProtect or Prime MSP control, or create undisclosed arrangements constitutes a material breach.

## **9. Non-Solicitation of Personnel (18 Months)**

For 18 months following engagement termination, the Recipient or Contractor shall not recruit or attempt to recruit any employee, contractor, or supplier of HyperProtect Ltd.

## **10. Intellectual Property Ownership**

All materials, documents, systems, developments, work product, inventions, data, reports, software, processes, and intellectual property created or contributed to during engagement shall automatically vest in and remain the exclusive property of HyperProtect Ltd upon creation. The Recipient or Contractor irrevocably assigns all rights to the Company.

## **11. Return & Deletion of Information**

Upon request or termination, the Recipient or Contractor must immediately return all Company property, permanently delete confidential materials, and confirm compliance in writing if requested.

## **12. Independent Contractor Status**

Nothing in this Agreement creates employment, partnership, joint venture, or agency. The Recipient or Contractor acts as an independent contractor.

## **13. Data Protection & Compliance**

The Recipient or Contractor shall comply with all applicable data protection and privacy laws, including UK GDPR, EU GDPR where applicable, and the Data Protection Act.

#### **14. Non-Disparagement**

The Recipient or Contractor shall not, during engagement or at any time thereafter, directly or indirectly make or communicate any false, misleading, harmful, or disparaging statements concerning HyperProtect Ltd, its directors, employees, contractors, clients, partners, services, or business operations that could damage reputation or commercial interests. This includes verbal, written, electronic, social media, or third-party communications. Nothing prevents lawful disclosures required by law.

#### **15. Remedies**

The Recipient or Contractor acknowledges that breach may cause irreparable harm. HyperProtect Ltd shall be entitled to injunctive relief, financial damages, recovery of lost revenue, legal costs, and equitable remedies.

#### **16. Severability**

If any provision is deemed unenforceable, the remainder shall remain valid and enforceable.

#### **17. Governing Law & Jurisdiction**

This Agreement shall be governed by the laws of Northern Ireland. The Company may elect to enforce this Agreement in the courts of Northern Ireland or the Republic of Ireland.

#### **18. Entire Agreement**

This Agreement constitutes the entire understanding relating to confidentiality, restrictive covenants, and intellectual property protection between the parties.

#### **19. Acceptance**

Acceptance occurs through signing, digital acknowledgement, acceptance of a Purchase Order, commencement of services, access to Company systems, or continued engagement. No physical signature is required for enforceability.

HyperProtect Ltd