

Non-Disclosure Agreement

Non-Disclosure Agreement

to:

hereinafter referred to as ("the Client").

By

Phoenix Group Consulting Ltd, trading as ABC Translations, Unit 4, Elm Business Units, 67 Chartwell Road, Lancing, BN15 8FD

hereinafter referred to as ("the Company").

In this agreement:

Confidential Information means any information disclosed (whether actual or potential, whether before or after the date of this Agreement, whether in writing, in electronic format, verbally or by any other means and whether directly or indirectly) by or on behalf of the Client to the Company, which relates to the Services including but not exclusively information about venues, prints, contractors, customers, data, employees, sponsors, suppliers, policies, prices, discounts, business development, financial plans, marketing development, manpower plans, methods, services, ideas, projects, rights, products, project development and all other information which might cause considerable harm to the Client and/or to the Client's business were it to be available and/or used by any third party;

Services means the provision of translation and other language services.

1. The Company acknowledges that all Confidential Information made available or disclosed to it by the Client shall remain the exclusive property of the Client and recognises that such documentation is confidential and proprietary to the Client and shall be treated as such and shall not be disclosed to a third party, save as provided in Clause 3 hereunder or as required by any applicable laws, without the prior written consent of the Client. The Company undertakes to return all such documentation at the request of the Client and, in any event, upon conclusion of the Company's need thereof. The Company shall only retain copies of any Confidential Information if necessary in completing the provision of the Services. Any Confidential Information shall at all times be stored securely and the Company shall take reasonable precautions to prevent any unauthorised disclosure. Employee's and agents of the Company shall only be given access to the Confidential Information in order to proceed with the Services.

2. The Company undertakes to treat all Confidential Information not in the public domain that it may become a party to as a result of providing the Services to the Client and its associates, including the existence of the request for the Services, the names of the parties involved and any information contained in or which otherwise reflects the information in the documentation received from the Client, as confidential. The Company further undertakes that such Information shall not be disclosed to a third party, save as provided in Clause 4 below, without the prior written consent of the Client.
3. The Company hereby discloses that it may subcontract all or part of the Services provided to the Client. In such event the Company will use its reasonable endeavours to ensure that all of its Subcontractors, to whom disclosure of the Information is made, act in accordance with the terms of this Agreement as if each were a party hereto. Any third party to whom Confidential Information is provided shall be informed of the confidential nature of the information disclosed.
4. The parties agree that information is not to be regarded as Confidential Information and that the Company will have no obligation with respect to any information which the Company can demonstrate:
 - 4.1 is publicly available at the time of disclosure;
 - 4.2 is or becomes known to the public through no wrongful act of the Company;
 - 4.3 is used or disclosed with the prior written authorisation of the Client; or
 - 4.4 is disclosed by the Company in compliance with a legal requirement of a government agency or otherwise where disclosure is required by operation of law.
5. This agreement shall come into effect on the date of this Agreement and shall continue in full force and effect indefinitely or until replaced by a further agreement between the parties.
6. General
 - 6.1 No changes to this Agreement are effective unless signed by both parties.
 - 6.2 The Company acknowledges that damages may not adequately compensate for a breach of this Agreement, and that the Client may also seek such other remedies, including injunctions, as it desires.
 - 6.3 This 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.

6.4 The parties to this Agreement confirm that no terms of this agreement are enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

Signed for and on behalf of ABC Translations

Signed for and on behalf of '*Client*'

.....

.....

On this day of 202.