

## NON-DISCLOSURE AGREEMENT

BETWEEN:

A-Z ASSIST LTD trading as ON-DEMAND LINGUISTICS, a company registered in England and Wales under company number 15547247, with registered office in Greater Manchester, United Kingdom  
(hereinafter referred to as "the Disclosing Party" or "ON-DEMAND LINGUISTICS")

AND:

\_\_\_\_\_

with address at \_\_\_\_\_  
(hereinafter referred to as "the Receiving Party")

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Confidential Information

For the purposes of this Agreement, "Confidential Information" means all non-public information, whether written, oral, electronic or in any other form, disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

- (a) Client names, contact details, and personal information relating to service users
- (b) Details of interpretation and translation assignments, projects, and client requirements
- (c) Pricing structures, fee schedules, and commercial terms
- (d) Business strategies, marketing plans, and operational procedures
- (e) Technical information, systems, software, and IT infrastructure details
- (f) Personnel information, including interpreter and translator qualifications and performance data
- (g) Financial information, including turnover, costs, and profit margins
- (h) Any other information marked as confidential or that ought reasonably to be considered confidential

#### 1.2 Exclusions from Confidential Information

Confidential Information shall not include any information that:

- (a) Is or becomes publicly available through no breach of this Agreement by the Receiving Party
- (b) Was rightfully in the possession of the Receiving Party prior to disclosure, as evidenced by written records
- (c) Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation
- (d) Is independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced by written records
- (e) Is required to be disclosed by law, court order, or regulatory authority (subject to Section 4)

#### 1.3 Interpretation

In this Agreement:

- "Business Day" means any day Monday to Friday (inclusive) excluding public holidays in England

- "Processing" has the meaning given in the Data Protection Act 2018
- "Breach" means any unauthorised use or disclosure of Confidential Information

## **2. DISCLOSURE AND PERMITTED USE**

### **2.1 Authorised Disclosure**

The Receiving Party acknowledges receipt of Confidential Information and agrees to:

- (a) Use the Confidential Information solely for the purpose of evaluating, developing, or performing services under any proposed or existing business relationship with the Disclosing Party
- (b) Not disclose the Confidential Information to any third party without prior written consent of the Disclosing Party
- (c) Limit access to the Confidential Information to employees, contractors, and professional advisers who have a legitimate need to know and who are bound by equivalent confidentiality obligations

### **2.2 Permitted Recipients**

The Receiving Party may disclose Confidential Information only to:

- (a) Employees and contractors directly involved in the performance of services
- (b) Professional advisers (including accountants, solicitors, and auditors) on a need-to-know basis
- (c) Subcontractors or service providers (subject to Section 2.3)

All such recipients must be informed of the confidential nature of the information and must be bound by written confidentiality obligations substantially equivalent to those contained herein.

### **2.3 Subcontractors and Service Providers**

Where the Receiving Party engages subcontractors or service providers to assist in the performance of services, the Receiving Party shall:

- (a) Ensure such parties are bound by written confidentiality obligations
- (b) Remain liable to the Disclosing Party for any breach by such parties
- (c) Notify the Disclosing Party in advance of any proposed engagement involving Confidential Information

### **2.4 Data Protection Compliance**

Both parties acknowledge that some Confidential Information may constitute personal data under the Data Protection Act 2018 and UK GDPR. The parties agree to:

- (a) Process such information only in accordance with applicable data protection legislation
- (b) Implement appropriate technical and organisational security measures
- (c) Not transfer personal data outside the United Kingdom without prior written consent

## **3. OBLIGATIONS OF THE RECEIVING PARTY**

### **3.1 Confidentiality Obligations**

The Receiving Party shall:

- (a) Maintain the confidentiality of all Confidential Information using at least the same degree of care as it uses to protect its own confidential information (but in no case less than reasonable care)
- (b) Not use Confidential Information except as expressly permitted under Section 2.1
- (c) Implement and maintain appropriate physical, technical, and organisational security measures to prevent unauthorised access, use, or disclosure
- (d) Ensure that all Confidential Information is stored securely and access is restricted to authorised personnel

### 3.2 Security Measures

The Receiving Party shall implement security measures, including, but not limited to:

- (a) Secure storage of documents and records (locked filing cabinets, secure rooms)
- (b) Password protection and encryption of electronic information
- (c) Restricted access based on role and need-to-know
- (d) Regular security audits and risk assessments
- (e) Secure disposal procedures for confidential materials

### 3.3 Return or Destruction of Information

Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party shall, at the Disclosing Party's election:

- (a) Return all Confidential Information in its possession or control to the Disclosing Party in its original condition
- (b) Securely destroy all Confidential Information and certify such destruction in writing within 14 days

The Receiving Party may retain one copy of Confidential Information for legal compliance purposes only, provided it remains subject to the confidentiality obligations herein.

### 3.4 No Licence or Obligation to Proceed

Disclosure of Confidential Information shall not:

- (a) Constitute a licence or grant of any intellectual property rights
- (b) Obligate the Disclosing Party to proceed with any business transaction
- (c) Obligate the Receiving Party to enter into any agreement or business relationship

## 4. LEGALLY MANDATED DISCLOSURE

### 4.1 Disclosure Required by Law

If the Receiving Party is required by law, court order, regulatory authority, or legal process to disclose any Confidential Information, the Receiving Party shall:

- (a) Promptly notify the Disclosing Party in writing of such requirement (unless legally prohibited)
- (b) Cooperate with the Disclosing Party to obtain a protective order or confidential treatment

- (c) Disclose only the minimum amount of information legally required
- (d) Request that the recipient treat the information as confidential

#### 4.2 Professional Privilege

Nothing in this Agreement shall prevent disclosure of information to professional advisers (solicitors, accountants) where such disclosure is necessary for the provision of professional services and is subject to professional privilege or duty of confidentiality.

### 5. INTELLECTUAL PROPERTY RIGHTS

#### 5.1 Ownership

All intellectual property rights in the Confidential Information remain the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any rights to such intellectual property except the limited right to use the information as expressly permitted herein.

#### 5.2 No Modification

The Receiving Party shall not modify, adapt, reverse engineer, or create derivative works from any Confidential Information without prior written consent of the Disclosing Party

### 6. TERM AND TERMINATION

#### 6.1 Duration

This Agreement shall commence on the date first written above and shall continue in force for a period of three (3) years, unless earlier terminated in accordance with Section 6.2.

#### 6.2 Termination

This Agreement may be terminated:

- (a) By either party upon thirty (30) days' written notice to the other party
- (b) Immediately by the Disclosing Party if the Receiving Party materially breaches this Agreement and fails to remedy the breach within fourteen (14) days of written notice

#### 6.3 Survival

The confidentiality obligations of the Receiving Party shall survive termination of this Agreement for a period of **three (3) years** from the date of termination, except that:

- (a) Obligations regarding personal data shall continue for so long as such data is held
- (b) Obligations regarding trade secrets shall continue indefinitely

### 7. REMEDIES FOR BREACH

#### 7.1 Acknowledgement of Irreparable Harm

The parties acknowledge that:

- (a) Breach of this Agreement may cause irreparable harm to the Disclosing Party that cannot be adequately remedied by monetary damages alone

- (b) The Disclosing Party shall be entitled to seek equitable remedies, including injunctive relief and specific performance

#### 7.2 Injunctive Relief

The Disclosing Party shall be entitled to apply for injunctive relief, including interim injunctions, to prevent or restrain any actual or threatened breach of this Agreement without the need to prove actual loss or damage.

#### 7.3 Damages

In addition to any equitable remedies, the Receiving Party shall be liable to the Disclosing Party for:

- (a) All direct losses and damages arising from any breach of this Agreement
- (b) Reasonable costs incurred in investigating, preventing, or remedying any breach
- (c) Costs of legal proceedings, including reasonable solicitors' fees and court costs

#### 7.4 No Waiver

The failure of the Disclosing Party to enforce any right under this Agreement shall not constitute a waiver of that right, and the Disclosing Party may enforce such right at any time.

#### 7.5 Cumulative Remedies

The remedies available under this Agreement are cumulative and not exclusive. The Disclosing Party may pursue any remedy available at law or in equity.

### 8. REPRESENTATIONS AND WARRANTIES

#### 8.1 Authority

Each party represents and warrants that:

- (a) It has the authority to enter into this Agreement
- (b) This Agreement constitutes a legal and binding obligation enforceable against it
- (c) The person signing this Agreement is duly authorised to do so

#### 8.2 No Conflicts

The Receiving Party warrants that:

- (a) Its acceptance and performance of this Agreement does not breach any other agreement to which it is a party
- (b) It does not hold any Confidential Information of third parties that would prevent it from entering into this Agreement

### 9. LIMITATIONS AND DISCLAIMERS

#### 9.1 No Warranty

The Disclosing Party makes no representations or warranties regarding:

- (a) The accuracy, completeness, or validity of the Confidential Information
- (b) The non-infringement of third-party intellectual property rights

- (c) The fitness for any particular purpose

The Confidential Information is provided on an "as is" basis.

## 9.2 Limitation of Liability

Except in respect of:

- (a) Breach of confidentiality obligations
- (b) Infringement of intellectual property rights
- (c) Death or personal injury caused by negligence
- (d) Fraud or wilful misconduct

Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages, loss of profits, or loss of business opportunity arising from this Agreement.

## 10. GENERAL PROVISIONS

### 10.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all previous negotiations, representations, and agreements, whether written or oral.

### 10.2 Amendment

This Agreement may only be amended by a written agreement signed by authorised representatives of both parties.

### 10.3 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if this is not possible, shall be severed. The remainder of this Agreement shall continue in full force and effect.

### 10.4 Waiver

No waiver of any provision or breach of this Agreement shall be effective unless in writing and signed by the waiving party. Waiver of any breach shall not constitute waiver of any other or subsequent breach.

### 10.5 Counterparts

This Agreement may be executed in counterparts (including by email or electronic signature), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

### 10.6 Notices

Any notice required under this Agreement shall be in writing and delivered:

- (a) By hand
- (b) By first-class post
- (c) By email with read receipt

Notices shall be deemed received:

- If by hand: immediately upon delivery
- If by post: within three (3) Business Days of posting
- If by email: upon confirmation of receipt

Notices should be addressed to the parties at their respective addresses set out above, or to such other address as either party may notify in writing.

#### 10.7 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles.

Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales for any dispute arising from or relating to this Agreement.

#### 10.8 Third-Party Rights

No third party shall have any rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### 10.9 Assignment

Neither party may assign, transfer, or delegate its rights or obligations under this Agreement without the prior written consent of the other party, except that:

- (a) A-Z ASSIST LTD may assign its rights to a related company with the Receiving Party's consent (not to be unreasonably withheld)
- (b) The Receiving Party may assign its obligations to a subcontractor subject to Section 2.3

Any unauthorised assignment shall be void.

#### 10.10 Further Assurances

Each party shall promptly execute and deliver such additional documents and take such further actions as may be reasonably requested to give full effect to this Agreement.

#### 10.11 Relationship of Parties

Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties. Each party is an independent entity.

### 11. SPECIAL PROVISIONS FOR ON-DEMAND LINGUISTICS

#### 11.1 Interpreter and Translator Confidentiality

The Receiving Party acknowledges that ON-DEMAND LINGUISTICS engages freelance interpreters and translators who may have access to Confidential Information. The Receiving Party agrees that:

- (a) ON-DEMAND LINGUISTICS shall be liable for any breach by such interpreters and translators
- (b) All interpreters and translators shall be bound by written confidentiality agreements

- (c) Information relating to service user identities, health conditions, and personal circumstances shall be treated with particular sensitivity

#### 11.2 Healthcare and Social Services Context

Where Confidential Information relates to healthcare, social services, mental health, or other sensitive services, the Receiving Party acknowledges the heightened sensitivity of such information and agrees to implement enhanced security measures consistent with NHS and social services best practices.

#### 11.3 Vulnerable Persons

Where Confidential Information relates to vulnerable persons (including children, adults at risk, or persons with mental health conditions), the Receiving Party shall:

- (a) Comply with applicable safeguarding legislation
- (b) Implement measures to protect the privacy and dignity of such persons
- (c) Not disclose information that could identify such persons without explicit consent

## 12. CONTACT INFORMATION

### **A-Z Assist Ltd t/a ON-DEMAND LINGUISTICS**

Greater Manchester, United Kingdom

Email: [admin@on-demandlinguistics.co.uk](mailto:admin@on-demandlinguistics.co.uk)

Phone: 0330 043 3875; 24/7 Mobile: 07927 502 949

Website: [www.on-demandlinguistics.co.uk](http://www.on-demandlinguistics.co.uk)

For A-Z ASSIST LTD trading as ON-DEMAND LINGUISTICS:

Signature:

Print Name: VERONIKA JANOSCIKOVA

Title: DIRECTOR

Date:

For the Receiving Party:

Signature:

Print Name:

Date: