

Non-Disclosure Agreement

The following confidentiality agreement is concluded between

Amanuensis – Guido Lenz Translation Services, Hülshagen 68, 31714 Lauenhagen, Germany
(referred to as “Service Provider” in this document)

and

Company name or first name and surname, address,
represented by first and last name
(referred to as “Client” in this document)

(hereinafter both parties also referred to as “Party” or “Parties”)

1. Preamble

- 1.1 The Client intends to place orders with the Service Provider for the translation, revision or writing of texts.
- 1.2 In the course of providing services, Confidential Information shall be made available to the Service Provider in accordance with Section 2 below. The Service Provider is aware that this Confidential Information has not previously been known or readily accessible either in its entirety or in its details, is therefore of economic value and is protected on the part of the Client by appropriate confidentiality measures. If any Confidential Information does not meet the requirements of a trade secret within the meaning of the German Trade Secrets Act (Geschäftsgeheimnisgesetz) under this Confidentiality Agreement (hereinafter referred to as “Agreement”), such information shall nevertheless be subject to the confidentiality obligations under this Agreement.
- 1.3 In view of the above, the Parties undertake to keep secret the secret knowledge and information communicated to each other, in particular in connection with the order. They shall take all necessary measures to prevent third parties from gaining knowledge and using such information. Employees and staff shall be bound to secrecy insofar as they are not already obliged to do so on the basis of their employment contract.

2. Confidential Information

- 2.1 Confidential Information within the meaning of this Agreement is all information (whether written, electronic, oral, digitally embodied or in any other form) disclosed by the Client to the Service Provider for the aforementioned purpose. Confidential Information shall be deemed to include in particular:
 - a) business secrets, products, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data);
 - b) any documents and information of the Client which are the subject of technical and organizational confidentiality measures and which are marked as confidential or are to be regarded as confidential according to the nature of the information or the circumstances of the transmission;
 - c) the existence of this Agreement and its content.

2.2 No Confidential Information shall be such information,

- a)** which was known or generally available to the public prior to its disclosure or transfer by the Client or which becomes so at a later date without a breach of a confidentiality obligation;
- b)** which was demonstrably known to the Service Provider prior to its disclosure by the Client and without a breach of a confidentiality obligation;
- c)** which have been obtained by the Service Provider without using or referring to Confidential Information of the Service Provider itself; or
- d)** which are handed over or made accessible to the Service Provider by an authorized third party without a breach of a confidentiality obligation.

3. Confidentiality obligation of the service provider

The Service Provider undertakes,

- a)** not to exploit the mutually disclosed information itself without the express written consent of the Client;
- b)** to keep the Confidential Information strictly confidential and to use it only in connection with the purpose;
- c)** to disclose the Confidential Information only to such representatives who rely on knowledge of such information for the purpose, provided that the Service Provider ensures that its representatives comply with this Agreement as if they were themselves bound by this Agreement;
- d)** to secure the Confidential Information by appropriate confidentiality measures against unauthorized access by third parties and to comply with the legal and contractual provisions on data protection when processing the Confidential Information. This also includes state-of-the-art technical security measures (§ 32 GDPR) and the obligation of employees to maintain confidentiality and observe data protection (§ 28 para. 3 lit. b GDPR). The Client reserves the sole and unrestricted right to apply for property rights.

4. Return of Confidential Information

- 4.1** The Parties shall return documents received from each other in connection with the purpose to the respective information provider without undue delay after termination of the cooperation agreement.
- 4.2** Upon request of the Client as well as without request at the latest after the purpose described in the preamble has been achieved, the Service Provider shall be obliged to return or destroy all Confidential Information including copies thereof (including electronically stored Confidential Information) within ten (10) working days after receipt of the request or after termination of the project, unless storage obligations agreed with the Client or statutory obligations conflict therewith.

- 4.3** The destruction of electronically stored Confidential Information shall be effected by complete and irrevocable deletion of the files or irretrievable destruction of the data carrier. In the case of electronically stored Confidential Information, complete and irrevocable deletion means that the Confidential Information is deleted in such a way that any access to this information becomes impossible, whereby special deletion procedures (e. g. by means of “wiping”) are to be used which meet the recognized standards (e. g. standards of the German Federal Office for Information Security [Bundesamt für Informationssicherheit]).
- 4.4** In addition to Confidential Information for which there is a duty of preservation as defined in Section 4.2, Confidential Information whose destruction or return is not technically possible, e. g., because it was stored in a backup file on the basis of an automated electronic backup system for securing electronic data, shall be excluded from this; this shall also include the technically necessary retention of master data (e. g., personnel or customer numbers) which is required to establish a link to the archived information.
- 4.5** At the request of the Client, the Service Provider shall assure in writing that it has completely and irrevocably deleted all Confidential Information in accordance with the provisions of the above clauses and the Client's instructions.

5. Rights of use and exploitation

- 5.1** The Client shall have all rights of ownership, use and exploitation with regard to the Confidential Information, without prejudice to the rights which it has under the German Trade Secrets Act (Geschäftsgeheimnisgesetz). The Client reserves the exclusive right to register intellectual property rights. The Service Provider shall not acquire any ownership or – with the exception of the use for the purpose described above – any other rights of use to the Confidential Information (in particular to know-how, patents applied for or granted thereon, copyrights or other industrial property rights) on the basis of this Agreement or otherwise due to conclusive conduct.
- 5.2** The Service Provider shall refrain from exploiting or imitating the Confidential Information itself in any way (in particular by way of so-called “reverse engineering”) or having it exploited or imitated by third parties and in particular from applying for industrial property rights to the Confidential Information – in particular trademarks, designs, patents or registered designs.

6. Contractual Penalty and Damages

Irrespective of any claim for damages, the Service Provider undertakes to pay a contractual penalty of €1,000 for each case of culpable violation of this Agreement, but not more than 10 % of the order amount.

7. Period

This Agreement shall enter into force upon signature and shall expire 3 years after termination of the exchange of information for the aforementioned purpose. This obligation to maintain confidentiality shall continue to apply even if no order is placed or an order is terminated.

8. Choice of law and jurisdiction

- 8.1** German law shall apply to the agreement.
- 8.2** The court at the registered office of the Service Provider shall have jurisdiction over disputes arising from this Agreement.
- 8.3** In the event of a dispute arising from or relating to this agreement, the parties undertake to conduct mediation before filing an action with an ordinary court (or arbitration court).

9. Final provisions

- 9.1** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements for the above purpose. Verbal collateral agreements do not exist. Amendments and supplements to this Agreement as well as notices of termination must be in writing, whereby the electronic written form is not sufficient. This shall also apply to any amendment or cancellation of this clause.
- 9.2** Should one or more provisions of this Agreement be or become legally invalid, this shall not affect the validity of the remaining provisions. The Parties undertake to replace the invalid provision by a provision which comes as close as possible to the economic purpose intended by it.

Place, Date

Hülshagen, _____
Date

Client

Service Provider