

Dr. Georg Guillemin
Friedbergstr. 16 | D-14057 Berlin
Fon/Fax: +49 30 68087510
Mobil: +49 179 3212012
mail@guillemin-translations.com
www.guillemin-translations.com

Non-Disclosure Agreement
between the
Guillemin Translations translating office (hereinafter “Guillemin Translations”)
and the
client _____ (hereinafter “The Client”)

1. Preliminary Remarks

Guillemin Translations agrees to use confidential information only for the agreed purposes, and not to disclose the vis-à-vis third parties, pursuant to the following provisions, whereas:

2. Confidential Information

Confidential information under this Agreement includes in particular, though not exclusively, any technical and non-technical information, including patents, trade secrets, drawings, models, developments, know-how, apparatuses, features, algorithms, software programs that relate to current or future services or products of the Client, particularly information regarding research, experimental work, development, design, technical specifications, financial information, manufacturing methods, marketing and sales strategies, customer lists, business forecasts, access data, and passwords.

3. Use of Confidential Information

Guillemin Translations assumes the obligation not to use information designated as confidential for purposes other than the ones agreed, nor to make such information available to any third party, without the Client’s prior written consent. This applies in particular to any communication for the purpose of conducting negotiations, discussions, and consultations with persons authorised to do so. Any disclosure vis-à-vis the media expressly requires the Client’s prior written consent.

4. Non-Disclosure by Staff

Guillemin Translations shall pass confidential information on to possibly involved external staff only to the extent required in order to fulfil the contractual purposes. Disclosure shall be permitted only vis-à-vis those staff who signed a non-disclosure agreement in turn. Guillemin Translation assumes the obligation to transfer all rights arising out of this Non-Disclosure Agreement vis-à-vis external staff to the Client if the Client requests that he do so.

5. Changes to Confidential Information

Guillemin Translation shall not change, decompile, edit, or in any other way modify confidential information or disclose it to any third party without the Client's prior written consent.

6. Limitation of Non-Disclosure

The Non-Disclosure Agreement shall not apply to Guillemin Translations whenever

- a. the confidential information was already publicly available at the time it was disclosed to Guillemin Translations;
- b. the confidential information becomes publicly available after it was disclosed to Guillemin Translation, and the disclosure did not violate any contractual or legal provision;
- c. the confidential information was already known to Guillemin Translations at the time of the disclosure, and Guillemin Translations was legally entitled to the free use of the information;
- d. the confidential information was communicated to Guillemin Translations by a third party with no restrictions regarding its disclosure;
- e. the Client expressly waives the obligation to maintain secrecy;
- f. a disclosure of the confidential information vis-à-vis a third party (particularly vis-à-vis courts and financial authorities) is ordered on the grounds of official or legal regulations.

7. Information Material

The Client retains ownership of any material the Client makes available to Guillemin Translations, particularly documents, drawings, models, apparatuses, programs. The Client has the right to demand at any time that these materials be returned. Guillemin Translations shall have no right to retain above-said material. The right to have the material returned includes any extra copies possibly created.

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Signed, Georg Guillemin