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APT Transtelex Ltd

# Confidentiality Agreement



[www.aptlimited.co.uk](http://www.aptlimited.co.uk)  
6 Putney Common – London SW15 1HL  
t. +44 (0)20 8246 4050 - f. +44 (0)20 8246 4059  
Registered In England No. 1174742 – VAT Registration No. GB 227 988021  
DIN EN 15038 Reg 7U162 - ISO 9001:2000 Certified Reg. No. 180472

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# Confidentiality Agreement

This **CONFIDENTIALITY AGREEMENT** is dated

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## **BETWEEN:**

1. **APT Transtelex** Limited (company number 1174742), whose registered office is 6 Putney Common, London, SW15 1HL (“**APT**”); and
2. \_\_\_\_\_  
whose principle place of business is at \_\_\_\_\_  
  
(the “**Contractor**”);

## **WHEREAS:**

1. APT operates a business specialising in providing translation and localisation services to companies and /or individuals (each an APT client). The information to be translated/localised is the Confidential Information belonging to APT’s client and/or their clients.
2. The Contractor specialises in providing translation and localisation services to companies.
3. APT has instructed the Contractor to review the Confidential Information in order to provide the translation/localisation services (“**the Services**”).
4. In consideration of the Confidential Information being made available by APT to the Contractor to enable the Contractor to provide the Services, the Contractor agrees to keep such information confidential in accordance with this Agreement.

## **IT IS HEREBY AGREED AS FOLLOWS:**

### **1. Definitions**

- a) In this Agreement the following expressions shall have the following meanings:

“**Agents**” means directors, officers, employees, agents, and professional advisers including legal advisors or contractors and/or sub-contractors.

“**Agreement**” means this agreement in relation to the non-disclosure of the Confidential Information.

“**Confidential Information**” means (without limitation) information of whatever nature and in whatever form whether oral, written or electronic relating to APT and/or APT’s Clients business or affairs, past, present or future (including, but not limited to APT’s and/or the APT Client trade secrets, know-how, marketing, technical, scientific, business, accounts, commercial, financial or contractual information or arrangements, or any details about any of its customers, clients or suppliers, past, present or future, or their dealings, transactions or affairs which have come to the Contractor’s knowledge during the performance of the Services and information ascertainable by the inspection or

analysis of any material disclosed, whether orally or in writing and whether disclosed directly or indirectly, whether before or after the date of the Agreement and whether or not marked confidential, together with any reproduction or information developed using such information in any form, or part(s) of such information and irrespective of whether the information contains any publicly available information. All information that APT sends to the Contractor shall be considered to be confidential, irrespective of whether it is marked as such.

“**APT Client**” means a company or individual who has contracted APT to provide them with translation/localisation services.

- b) As used in this Agreement the singular includes the plural and vice versa.

## **2. Obligations of Confidentiality**

- a) In consideration of the Confidential Information being made available to the Contractor by APT and/or its agents, the Contractor agrees and undertakes that it and its Agents shall:
- i) only use the Confidential Information in relation to work pertaining to the Services;
  - ii) not without APT’s prior specific written approval (which may be withheld in the APT’s absolute discretion) divulge, disclose or reveal the Confidential Information to any third party;
  - iii) treat the Confidential Information as strictly confidential and with no less than the same care as the Contractor uses to protect its own Confidential Information;
  - iv) ensure proper and secure storage and transfer of the Confidential Information in accordance with the information security standards known as ISO27001 and ISO27002 (or any replacement standard);
  - v) take all necessary precautions to ensure that APT’s and the APT Client’s notification under the Data Protection Act 1998 is not breached by unauthorised use or disclosure of any of the Confidential Information;
  - vi) only divulge, disclose or reveal the Confidential Information to its Agents as is necessary for the Services on a need to know basis and ensure that such Agents are similarly bound by the obligations contained in this Agreement, and are told that the Confidential Information must be kept confidential by them and must be used only for the provision of the Services. The Contractor will be responsible for any unauthorised disclosure or use by its Agents of the Confidential Information;
  - vii) not make copies in any form of any documents containing the Confidential Information, unless essential to the performance of the Services.
- b) The following is not Confidential Information and is not subject to this Agreement:
- i) information which is or becomes publicly available unless as a result of breach of this Agreement,

- ii) information received from a third party which was not under any obligation of confidence to APT in relation to that information;
  - iii) information which the Contractor already knew and which is not subject to a separate obligation of confidentiality to APT,
  - iv) information independently developed or acquired by the Contractor without use whole or part of the Confidential Information.
- c) If and to the extent that any information forming part of the Confidential Information:
- i) is required to be disclosed by law or pursuant to any requirement of any governmental, official or regulatory body, or
  - ii) APT consents in writing to the disclosure prior to such Confidential Information being disclosed: then, and to that extent only, the obligation not to disclose shall cease to have effect, provided that in a case within clause 2.3.1, the Contractor shall if possible and if permitted by law immediately provide notice of such fact to APT and the Contractor shall if lawful and reasonably practicable, consult APT prior to such disclosure in respect of the scope and manner of the disclosure.
- d) The Contractor shall ensure that all Confidential Information together with any reproductions and/or documents derived from it which is no longer required or which it is requested to destroy is done so immediately upon such request, and if copies have been made in accordance with clause 2.1.7 above:
- i) the Contractor will not retain, subject to the following, any copy of any part of the Confidential Information including reproductions and/or documents derived from such information in any form or media and will give APT a certificate signed by one of its Statutory Directors confirming that it has fully complied with this clause; but
  - ii) the Contractor may retain a copy of the Confidential Information to the extent that the same forms part of the permanent records of the Contractor, which it is bound by law or regulatory requirement to retain.
- e) Should the Confidential Information become publicly available under the exceptions specified in Clause 2.2 above, the Contractor agrees not to disclose the fact that such information was disclosed by and/or derived from the Confidential Information disclosed by APT and/or its Agents to the Contractor and/or its Agents.

### 3. Ownership

- a) Any Confidential Information which is the property of APT, an APT Client or of any third party to which they owe a duty of confidentiality in respect of such Confidential Information, shall be treated as the property of APT and, accordingly, APT shall be entitled to enforce the terms of this Agreement against the Contractor in respect of such Confidential Information.

- b) The Contractor and/or its Agents shall not distribute or sell in whole or part any of the Confidential Information including but not limited to reproductions and/or documents derived from such Confidential Information.

#### **4. Publicity**

The Contractor shall not advertise or publicly announce, communicate or circulate the existence of this Agreement or the fact that the Contractor is providing services to APT without the prior written consent of APT.

#### **5. Intellectual Property**

- a) Neither APT nor the APT Client grants to the Contractor and/or its Agents any rights in the Confidential Information or in any of the APT and/or APT Client copyright, patent or other intellectual property rights.
- b) The Contractor shall not use the name, logo, trade name, trademarks, service marks or any other intellectual property of APT and/or the APT Client without the prior written consent of APT.
- c) All Intellectual Property Rights in and to any documents derived from and/or developed specifically by the Contractor or its agents for APT as part of the Services will be the property of APT or the APT Client as appropriate and the Contractor hereby assigns (and will procure that its Agents assign) to APT and/or the APT Client with full title guarantee, its present and future right, title and interest in and to all such Intellectual Property Rights free from all liens, charges and encumbrances.

#### **6. Equitable Remedies**

Without affecting any other rights or remedies that APT may have, the Contractor acknowledges and agrees that damages would not be an adequate remedy for any breach by it of this Agreement and that APT shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement by the Contractor and that no proof of special damages shall be necessary for the enforcement of this Agreement.

#### **7. No Representation or Warranties**

APT does not warrant the accuracy or completeness of any of the Confidential Information or any other information supplied or as to the reasonableness of any assumptions on which the same is based. The Contractor agrees that APT shall not have any liability to the Contractor resulting from the use of the Confidential Information.

#### **8. Assignment**

Neither party may assign this Agreement to any third party.

**9. Waiver**

The failure or delay by APT to exercise any right, power or privilege under the terms of this Agreement shall not constitute a waiver by APT of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise.

**10. Notices**

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered post or recorded delivery post to the party being served at its registered office or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of the party's signatory to this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

**11. Severability**

Notwithstanding that the whole or any part of this Agreement may prove to be unenforceable or illegal the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

**12. No Offer for Sale**

The Contractor acknowledges and agrees that the disclosure of the Confidential Information by APT to the Contractor does not constitute an offer by APT for sale, licence, or other transfer of the Confidential Information. Except as expressly set out in this Agreement neither party shall have any financial or other obligation to each other with regard to the Confidential Information.

**13. Survival of Agreement**

Without limitation sub-clause 2.4 and Clauses 6 and this Clause shall survive expiry or termination of this Agreement.

**14. Governing Law**

his Agreement shall be governed by and construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.



**Signed on behalf of:**

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APT Transtelex Limited**

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date