

STANDARD FORMS & REGISTERS  
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SFR 029

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## GENERAL TERMS OF THE CONFIDENTIALITY POLICY

We, **LINGVO HOUSE TRANSLATION SERVICES LIMITED**, register № 6737511, registered office: 131/133 Cannon Street, EC4N 5AX, London, UK, (the Agency), hereby wish set out our confidentiality policy in the present general terms and conditions in relation to the confidentiality policy.

The present document incorporates legal rights and obligations for the Agency, performing the translation services and for the clients of the Agency upon the commencement of the commercial relations between the parties.

### In terms of this document:

*The Agency* – **LINGVO HOUSE TRANSLATION SERVICES LIMITED**, a company incorporated and registered in the UK, whose principal business is the interpreting and translation services.

*The Client* – existing and/or prospective clients (individuals and legal entities) of the Agency who order the interpreting and translation services to be provided by the Translators of the Agency.

### WHEREAS:

We, the Agency, wish to ensure that Confidential Information revealed to us by the Client, in the course of the relations between the parties remains confidential and is not used by us or by any other person to whom the information was disclosed by us, for any purpose other than in the course of our contract relations.

In consideration of being supplied with Confidential Information by the Client the Agency agrees and undertakes on the terms of this document:

### DEFINITIONS:

The definitions and rules of interpretation in this paragraph apply in this document.

**Confidential Information:** has the meaning given in paragraph 1.2.

**Copies:** copies of Confidential Information including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

**Group:** in relation to any party, the party itself and any individuals and legal entities affiliated to this party.

**Permitted Purpose:** considering, analysing, researching, negotiating and executing any actions connected with or arising from the prospective relationships or for the wealth of such, or upon appropriate request of the Agency in the course of the engagement of the Agency or for any other purposes set in writing which once agreed are to be specified in detail in the document set out between the parties.

## 1. OUR OBLIGATIONS

### 1.1 We shall:

- (a) keep the Confidential Information secret;
- (b) use the Confidential Information only for the Permitted Purpose;
- (c) not directly or indirectly disclose the Confidential Information (or allow it to be disclosed), in whole or in part, to any person or make Copies unless permitted by this document;
- (d) use our best endeavours to ensure that no person gets access to the Confidential Information from us; and
- (e) inform the Client immediately upon becoming aware, or suspecting, that an unauthorised person has become aware of Confidential Information.

### 1.2 **Confidential Information** means:

- (a) the fact that the Client is considering to engage the Agency, or that the Agency is considering to provide the services to the Client,
- (b) all information in whatever form (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) relating:
  - i) to the proposed relations, apart from the general terms and conditions of services of the Agency and this document, and
  - ii) to the order of the Client to be performed by the Agency, including, but not limited to, its contents, the contents of the documents to be translated, and the commercial conditions between the parties, and
  - iii) to any individuals and legal entities that is in the Client's Group, that is directly or indirectly disclosed, whether before or after the date the proposed relationships, to the other parties by any agent or employee of the Client's Group, or which comes to the attention in connection with the Permitted Purpose,

but excludes the information in paragraph 1.3.

- 1.3 Information is not Confidential Information if:
- (a) the information is, or subsequently becomes, public knowledge other than as a direct or indirect result of the information being disclosed in breach of this document; or
  - (b) one party can establish, to the reasonable satisfaction of the other party, that it found out the information from a source not connected with the other party or its Group and that the source is not under any obligation of confidence in respect of the information; or
  - (c) one party can establish, to the reasonable satisfaction of the other party, that the information was known to it before this document has become binding for it and that it was not under any obligation of confidence in respect of the information; or
  - (d) each party agrees in writing that it is not confidential.
- 1.4 The Agency may only disclose Confidential Information:
- (a) to such persons that are strictly necessary for the Permitted Purpose provided the owner of the Confidential information has authorized it;
  - (b) to professional advisers or consultants engaged to advise the Agency in connection with the Permitted Purpose;
  - (c) to people whom the party who owns the Confidential information agrees in writing may receive the information; and
  - (d) to the extent permitted by paragraph 2.
- 1.5 The Agency shall:
- (a) inform any person to whom it discloses Confidential Information that the information is confidential; and
  - (b) procure that any person to whom it discloses the information complies with this document as if they were one and, if the party who owns the Confidential information so requests, procure that they enter into a confidentiality agreement with this party on terms equivalent to those contained in this document.
- 1.6 The Agency may make only such Copies as are strictly necessary for the Permitted Purpose and shall:
- (a) clearly mark all Copies as confidential;
  - (b) ensure that all Copies supplied to the other party or made by it, can be separately identified from its own information; and

- (c) use its best endeavours to ensure that all Copies within its control are protected against theft or unauthorised access and that no person discovers Confidential Information from this party unless authorised.
- 1.7 The Agency shall, immediately on the written request of the Client, supply it with a list showing, to the extent reasonably practical:
  - (a) where all Copies supplied to it by the Client are held;
  - (b) all Copies that have been made by it or the persons to whom it has disclosed the Confidential Information (except where the Copies contain insignificant extracts from or references to Confidential Information) and where they are held.
- 1.8 If the contractual relations between the parties cease, or if the Client so requests in writing at any time, the Agency shall immediately:
  - (a) return to the Client all the Confidential Information received by it; and
  - (b) destroy or permanently erase all Copies supplied to it and made by it, or by the persons who have received Confidential Information.
- 1.9 Nothing in paragraph 1.8 shall require the Agency to return or destroy Confidential Information or Copies that this party, or the persons to whom the Confidential Information or Copies have been disclosed, if required to retain by applicable law or to satisfy the rules or regulations of a regulatory body to which such person is subject.

## **2. FORCED DISCLOSURE**

- 2.1 Subject to paragraph 2.2, we may disclose Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.
- 2.2 Before we disclose any information under the paragraph 2, we shall (to the extent permitted by law) use our best endeavours to:
  - (a) inform the Client of the full circumstances of the disclosure and the information that will be disclosed, and take all such steps as may be reasonable and practicable in the circumstances to agree the contents of such disclosure with the Client before making the disclosure;
  - (b) consult with the Client as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to us;

- (c) gain assurances as to confidentiality from the body to whom the information is to be disclosed; and
- (d) where the disclosure is by way of public announcement, agree the wording with the Client in advance.

2.3 The Agency shall co-operate with the Client if the Client decides to bring in any legal or other proceedings to challenge the validity of the requirement to disclose Confidential Information (at the Client's cost and expense).

2.4 If the Agency is unable to inform the Client before Confidential Information is disclosed, it shall (to the extent permitted by law) inform the Client immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

### **3. CLIENT'S OBLIGATIONS**

3.1 The Client shall keep secret our interest in the engagement and take all reasonable precautions to ensure that this information remains secret.

3.2 The Client shall disclose our interest only:

- (a) to such officers and employees of Client's Group as are strictly necessary for the Permitted Purpose;
- (b) to professional advisers or consultants engaged to advise the Client in connection with the Permitted Purpose; and
- (c) to the extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body, or by the laws or regulations of any country with jurisdiction over the affairs of any body or person in the Client's Group.

3.3 The Client shall procure that any person to whom it has disclosed our interest keeps it secret, unless it was a forced disclosure under paragraph 3.2(c).

### **4. TIME**

4.1 The obligations contained in this document shall remain in force during the validity of contractual relations between the parties and at any time after its expiration.

### **5. ASSIGNMENT**

5.1 No person may assign any of its rights under this document or any document referred to in it except where specially stated.

5.2 The Client may assign its rights to any body or a person in its Group, and those persons shall be entitled to enforce this document as if they were the Client.

**6. THIRD PARTY RIGHTS AND INTELLECTUAL PROPERTY**

6.1 The parties may terminate, rescind or vary this document without the consent of any person who is not a party to this document.

6.2 None of the Confidential Information is our property. The disclosure to us of any Confidential Information shall not give us any licence or other rights whatsoever in respect of any part of such Confidential Information beyond the rights contained in this document.

**7. SEVERANCE**

7.1 If any court or administrative body of competent jurisdiction finds any provision of this document to be invalid, unenforceable or illegal, the other provisions of this document shall remain in force.

7.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

**8. GOVERNING LAW AND JURISDICTION**

8.1 This document and any disputes or claims arising out of, or in connection with, its subject matter are governed by and construed in accordance with the laws of England and Wales

8.2 The parties each irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this document.

A handwritten signature in blue ink, appearing to read 'Tatiana Lapteva'.

Signed

Date: 26/06/2013

Tatiana Lapteva  
Managing director  
**LINGVO HOUSE TRANSLATION SERVICES LIMITED**