

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) sets out the terms under which any individual or entity (the “Subcontractor”) engages with Business Language Services Limited or Dixon Language Services Limited (together, the “Company”).

1. Acceptance

By accepting this Agreement via the Company’s onboarding process, survey, or by undertaking any work for the Company, the Subcontractor agrees to be bound by its terms.

2. Purpose and Scope

In the course of engagement, the Subcontractor may receive or have access to Confidential Information relating to the Company and its clients. This Agreement governs the use and protection of such information.

3. Confidential Information

“Confidential Information” means all information (in any form, whether written, verbal, electronic or otherwise), whether or not marked as confidential, relating to the Company or its clients, including but not limited to:

- client materials, documents, translations and related data;
- business activities, strategies and development plans;
- internal systems, processes and methods of work;
- financial and pricing information;
- personnel and resourcing information;
- client identities, customer data and relationships;
- contractual terms and agreements;
- technical information, including software and processes;
- any other non-public information whose disclosure could reasonably cause harm.

4. Obligations of Confidentiality

The Subcontractor shall:

- a) keep all Confidential Information strictly confidential;
- b) not disclose, copy, reproduce or use such information except as necessary to perform services authorised by the Company;
- c) implement appropriate technical and organisational measures to protect Confidential Information;

d) ensure that any permitted third parties (including subcontractors) are bound by equivalent confidentiality obligations.

5. Return and Deletion

The Subcontractor shall, upon request or termination of engagement, promptly return or securely delete all Confidential Information. Information may be retained for a maximum of one (1) month solely for resolving queries, after which it must be permanently deleted.

6. Duration

These obligations apply during the Subcontractor's engagement and continue indefinitely after it ends.

7. Ownership

All Confidential Information remains the property of the Company and/or its clients. No rights or licences are granted to the Subcontractor.

8. Remedies

The Company reserves the right to seek injunctive relief, damages, or any other remedies available at law in the event of breach.

9. General

- a) This Agreement does not create an employment relationship.
- b) If any provision is held invalid or unenforceable, the remainder shall remain in full force and effect.
- c) This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and subject to the exclusive jurisdiction of its courts.