



Quality + Accuracy + Speed = Millennium Translation

NON - DISCLOSURE AGREEMENT

BETWEEN:

(1) **Millennium Translation LLC, a company**, (hereinafter referred to as the, “**Service Provider**”, which term, unless inconsistent with its context or meaning, shall include its authorized representatives, successors, transferees and permitted assignees) of the first part; and

(2) _____, a freelancer with the following contact details _____ (hereinafter referred to as the “**Contractor**” which term, unless inconsistent with its context or meaning, shall include its authorized representatives, successors, transferees and permitted assignees) of the second part.

The Service Provider and the Contractor are collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

(A) The Service Provider is in the business of language translation services and desires to engage the Contractor to perform certain services as mutually agreed between the Parties on its behalf in order to benefit from the experience and the qualifications of the staff of the Contractor, and the Contractor desires to accept such engagement upon the terms and conditions set forth in this Non-Disclosure Agreement.

(B) The Service Provider has requested the Contractor to provide the Services to the Customer in connection with the Service Provider’s Business and the Contractor has accepted such engagement on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

Definitions and Interpretations

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“**Applicable Law**” Means all laws, statutory and other rules, regulations, instruments, and legal provisions in force from time to time.

“Confidential Information” Means all information of any nature relating to the Service Provider or any of its Customers may not be lawfully or unlawfully obtained by a third party from any other source.

“Commencement Date” Starting date of the project.

“Personal Information” Means information or an opinion (including information or an opinion forming part of the project)

“Customer” Shall mean and include Service Provider’s customers or clients.

“Services” Means the services to be provided by the Service Provider to the Customer pursuant to this Agreement and as specified in the SOW.

“SOW” Means the Scope of Work, which sets forth the Services provided by Contractor at a particular price.

“Contractors” Shall include individuals, including freelancers, and entities to whom the Services to be performed by the Service Provider are contracted for performance on behalf of the Contractor under intimation to the Service Provider.

“Intellectual Property Rights” Means and includes the patents and patents applications, trademarks, copyrights permits, service marks, brand names, trade names, trade secrets, proprietary information and knowledge technology, computer programs, databases, copyrights licenses, franchises, formulas, designs and other confidential information of either Party or any relevant third-party.

“USA” Means the United States of America.

Standard Non-Disclosure Agreement

The undersigned Contractor agrees to the following:

1. During the regular course of business with Millennium Translation LLC, Contractor may be provided with confidential information.
2. The confidential information may include, but is not limited to the following: Trade Secrets, Privacy Act Information, Client Names & Personal Factual Data, and Prototype Specifications for Products & Procedures, Training Materials, Classified Government Documents, Classified Commercial Documents, Photographs, Video & Audio Recordings, Models, and Electronic Files.

3. The Contractor will protect any/all information from unauthorized disclosure, and will limit disclosures to personnel with a confirmed "need to know". The Contractor will not copy, distribute, disclose, discuss, publish electronically and/or in print any information, or abstract of such information to any third party, without prior written permission of Millennium Translation LLC.
4. The Contractor will not maintain copies, electronic or otherwise, whole or in part, of any confidential information, materials directly used in developing that information, or abstracts of any portion of the confidential information. All information/materials must be returned to Millennium Translation LLC, or destroyed upon completion of the specific project for which they were obtained.
5. The Contractor must comply with all Applicable Laws, codes of practice or guidelines relating to Personal Information whenever made applicable upon being informed by the Service Provider.
6. The Contractor must comply with all the provisions relevant to privacy and confidentiality in relation to the Personal Information as set forth with the SOW.
7. Any Intellectual Property Rights which were owned by the Service Provider or the Customer/Client prior to the commencement of this Agreement shall remain the property of the Service Provider or the Customer/ Client.
8. Any public announcement by the Contractor and/or its subsidiaries/affiliates or related entities in respect of the transaction proposed in the SOW hereby in this Agreement shall be made only with the prior written consent of the Service Provider.
9. The Contractor agrees not to discuss or negotiate any fees or payments directly with any client of the Service Provider without written permission from Millennium Translation LLC. Any time the Contractor is engaged by the Service Provider, during which, Contractor may have contact with the Service Provider's client; the Contractor will represent her/him-self only as a representative of Millennium Translation LLC.
10. The Contractor agrees to be bound by this Non-Disclosure Agreement for a period of no less than five (5) years. Certain information and materials may be held confidential for longer periods, to ensure compliance with United States of America law.

11. Millennium Translation LLC has the right to seek injunctive relief from a competent court in the event of an unauthorized disclosure by the Contractor.

12. While contractors are free to perform similar services for other firms, the Contractor agrees not to solicit or accept work from any individual or company of whom the Contractor became aware of through your work with Millennium Translation LLC, unless the Contractor had a prior business relationship with this individual or company. This clause shall remain in effect for 3 years from the date on which this Agreement is terminated; agreement must be terminated/accepted in writing by Millennium Translation LLC in order for the termination to take effect. Failure to comply with this clause may subject you to injunctive relief and/or monetary damages.

13. Governing Laws notwithstanding the conflict of law's provisions, this Agreement shall be governed by the laws of the USA and the competent courts in the USA shall have the exclusive jurisdiction to try any action or proceedings arising out of or in connection with this Agreement.

14. The Contractor may use the name Millennium Translation LLC as a reference for the purpose of obtaining work without the Service Provider's prior consent. You agree not to publicize in any way that you have performed work for Millennium Translation LLC in a manner that will or may cause the defamation of Millennium Translation LLC.

- Orders

1- In case Vendor would not react to an Order received within 48 hours in writing, Vendor shall be deemed to have accepted the conditions mentioned in the Purchase Order. Vendor shall not commence any work prior to receiving a written Purchase Order from the Company unless agreed differently with the Project Manager. The Company has the right to vary the terms of the Purchase Order already signed and inform the Vendor accordingly. In case Vendor would not react to such information within 48 hours in writing, Vendor shall be deemed to have accepted the modifications decided by the Company.

2- Vendor will, at no cost to the Company, promptly and satisfactory correct any Translations and Associated Services or Works found to be

defective or not in conformity with the requirements of this Agreement and the applicable Purchase Order.

Cancellation

The Company is entitled to cancel any Purchase Order at any time up to delivery. In this case, Vendor shall cease its work and the Company should pay for the Translation and Associated Services performed up to cancellation.

Delivery of Translation and Associated Services

1- Delivery of Translation and Associated Services by Vendor to the Company under this Agreement shall be made in a format agreed to between Parties and on or before the agreed delivery dates (deadlines)..

2- Vendor must comply with these requirements. Any anticipated delays shall be notified by Vendor immediately to the Company and the Parties should agree on an appropriate deadline extension.

3- In case Vendor would not comply, for a specific Work, with the deadline referred to in the preceding paragraph, the Company shall be entitled to either cancel the Purchase Order at any time or apply measures, such as, and without prejudice to the Company's other rights:

- Refuse to accept any subsequent provision of Translation and Associated Services and/or
- Purchase substitute services elsewhere and any additional charges resulting from such an intervention being borne by Vendor and/or
- Hold Vendor accountable for any loss, damage or cost suffered by the Company and/or

4- In case of cancellation under the present section 5, the Company may reject Vendor's invoices.

Pricing and Invoicing

1- The prices and currency for the Translation and Associated Services are as set out in the Purchase Orders. Unless otherwise specified, the prices for Translations are

defined per word of source text. Unless otherwise specified, the prices for Associated Services are defined per page, hour or day as may be appropriate. One copy of all translated Materials is included in all prices.

2- All invoices shall include the relevant Purchase Order number and, in the event of an agreed change to Services in writing, an itemized list of the costs included in either the original or subsequent Purchase Order.

3- The Purchase Order invoiced more than 6 months after the Delivery will lead to financial penalties consisting on a reduction of the total amount to be paid. The reduction shall depend on when the Purchase Order will be finally invoiced.

4- Unless otherwise stated in Purchase Order, all expenses allowed under a Purchase Order, and any other disbursements by Vendor, must be authorized by the Company in advance in writing. Upon request of the Company, Vendor shall provide supporting documentation for all expenses specifically allowed to be reimbursed under a Purchase Order.

5- You should issue one invoice only every month at the last day of the month. The invoice must include all tasks you did during this month.

Payment

1- Invoices shall be sent at the Company's registered office upon agreed payment terms. The Company may reject all invoices that are not mentioning the minimum legal information, such as all Purchase Orders' numbers. All amounts invoiced must correspond to a Purchase Order issued. If the Purchase Orders do not correspond to the invoice issued by Vendor, the invoice may be rejected.

2- The Company shall pay any undisputed amounts of the monthly fees net upon <45> days end of month (ex. All delivered task in October will be paid in 15th of December).

Signature

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Signature

NAME
