

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into on this **8th, September 2025**

BETWEEN:

Yashvi Translation, a company having its registered address at SM-9, Plot No. A-105, Tushaar Apartment II, 150 Feet Road, Shalimar Garden Extension II, Ghaziabad, Uttar Pradesh 201005 (hereinafter referred to as the "Client," which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest and assigns)

AND

[Translator Name/Translation Service Provider Name], having its principal place of business/address at [Translator Address] (hereinafter referred to as the "Supplier," which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest and assigns).

(The Client and the Supplier are hereinafter collectively referred to as the "Parties" and individually as a "Party")

1.1 'Purpose'

Translation / Revision – as appropriate

WHEREAS:

- A. The Client is engaged in the business of providing translation services and, in connection therewith, may disclose certain confidential and proprietary information to the Supplier.
- B. The Supplier is a translation service provider engaged to provide translation services to the Client.
- C. In the course of providing such services, the Supplier may have access to, or be provided with, certain confidential and proprietary information belonging to the Client and/or its clients.
- D. The Parties desire to enter into this Agreement to protect the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean any and all information disclosed by the Client to the Supplier, whether in oral, written, graphic, electronic, or any other form, that is designated as confidential or that, by its nature, would reasonably be understood to be confidential. Confidential Information includes, but is not limited to:

- a. Business plans, strategies, marketing plans, financial information, customer lists, pricing strategies, and other business-related information.
- b. Technical data, specifications, designs, software, source code, algorithms, research, development, and other technical information.
- c. Information concerning the Client's clients, their businesses, projects, and any data or documents provided by or related to the Client's clients.
- d. Information relating to translations, source texts, target texts,

glossaries, translation memories, and other linguistic assets. e. Any other information that is proprietary to the Client or its clients and not generally known to the public.

b. Confidential Information shall not include information that:

a. Is or becomes publicly available through no fault of the Supplier.

b. Is rightfully obtained by the Supplier from a third party without breach of any confidentiality obligation.

c. Is independently developed by the Supplier without use of or reference to the Client's Confidential Information, as evidenced by written records.

d. Is required to be disclosed by law or by a court order, provided that the Supplier gives prompt written notice to the Client of such requirement and cooperates with the Client in seeking a protective order or other appropriate remedy.

c. **2. OBLIGATIONS OF THE SUPPLIER**

d. The Supplier agrees to:

a. Hold all Confidential Information in strict confidence and not to disclose, copy, reproduce, or otherwise make available such information to any third party without the prior written consent of the Client.

b. Use the Confidential Information solely for the purpose of providing translation services to the Client and for no other purpose whatsoever.

c. Take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of the Confidential Information, including, but not limited to, implementing appropriate technical and organizational security measures.

d. Limit access to Confidential Information to those of its employees, agents, and subcontractors who have a need to know such information for the purpose of providing translation services to the Client and who are bound by confidentiality obligations no less stringent than those contained herein.

e. Immediately notify the Client in writing upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement.

f. Upon termination of the engagement or upon the Client's written request, promptly return to the Client or destroy all Confidential Information (and all copies thereof) in its possession, custody, or control, and certify in writing to the Client that all such information has been returned or destroyed.

e. **3. TERM AND TERMINATION**

f. This Agreement shall commence on the date first written above and shall continue in full force and effect for a period of [Number] years, or until terminated by mutual written agreement of the Parties. The obligations of confidentiality hereunder shall survive the termination of this Agreement for a period of [Number] years.

g. **4. NO LICENSE**

h. Nothing in this Agreement is intended to grant any license or right to the Supplier in any Confidential Information, intellectual property, or other proprietary rights of the Client.

i. **5. REMEDIES**

- j. The Supplier acknowledges that any unauthorized disclosure or use of Confidential Information would cause irreparable harm to the Client, for which monetary damages alone would not be an adequate remedy. Accordingly, the Client shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to prevent any actual or threatened breach of this Agreement.

k. **6. GOVERNING LAW AND JURISDICTION**

- l. This Agreement shall be governed by and construed in accordance with the laws of India. The courts in Ghaziabad, Uttar Pradesh, shall have exclusive jurisdiction to entertain any suit or proceeding arising out of this Agreement.

m. **7. ENTIRE AGREEMENT**

- n. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

o. **8. AMENDMENTS**

- p. No amendment or modification of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

q. **9. SEVERABILITY**

- r. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

s. **10. NOTICES**

- t. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered mail or recognized courier service, or sent by email with confirmation of receipt, to the addresses set forth above.

- u. **IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

FOR YASHVI TRANSLATION

For Yashvi Translation

A handwritten signature in blue ink, appearing to read 'Vikas Chaturvedi', is written over the text 'For Yashvi Translation'.

VIKAS CHATURVEDI-SALES MANAGER

[Name and Title of Authorized Signatory]

FOR [TRANSLATOR NAME/TRANSLATION SERVICE PROVIDER NAME]

[Name and Title of Authorized Signatory]