

Non-Disclosure Agreement: Individual Contractor

This agreement details terms of confidentiality and information disclosure between Andovar Pte Ltd., a localization company headquartered at:

24 Raffles Place
#10-05 Clifford Centre
Singapore 048621
Called Andovar after this point.

and the individual:

Called the Contractor after this point.

In the process of working together, it is likely that Andovar will send documents, files, information or computer resources, or provide access to internet sites, applications or resources that are of a confidential, secret or otherwise sensitive nature. This will be known as Proprietary Information.

Examples of Proprietary Information include but are not limited to:

1. Client and project names or titles.
2. Materials sent for translation, localization, transcription or otherwise to be worked on by the Contractor.
3. Reference materials including style guides, translation memories, glossaries/termbases, etc.
4. Reference materials in the form of documents, software, physical examples.

Andovar and the Contractor enter into the following agreement.

1. Do not disclose

The Contractor will hold in trust and confidence all Proprietary Information disclosed by Andovar to the Contractor. The Contractor will not disclose Proprietary Information to other persons and will take reasonable measures to keep Proprietary Information secret at all times.

The Contractor will not disclose Proprietary Information for their own benefit or for the benefit of anyone else.

This clause will survive and continue after the execution or termination of this agreement and will bind the Contractor's employees, agents, representatives, successors, heirs and assigns.

2. When to disclose

This agreement will not apply to information that:

1. Is in the public domain through no fault or action of the Contractor.
2. Is disclosed to third parties by Andovar without restriction.
3. Is approved for release by Andovar in writing.
4. Is shown, within 10 days of disclose, to be already known or developed by the Contractor without any disclosure by Andovar.

3. Who owns information

Andovar remains the owner of Proprietary Information and derivatives of Proprietary Information. This includes delivered work from the Contractor, intermediate versions, workups, test environments translation memories and other information or intellectual products resulting from the execution of work assigned by Andovar.

4. Return of materials

The Contractor must return all and any information and materials supplied by Andovar including any copies or materials derived in the process of executing the work assigned by Andovar.

Andovar may also request that the Contractor destroy all and any information and materials provided by Andovar and provide evidence of their destruction in accordance with instructions given by Andovar.

5. Breach of confidentiality

The Contractor understands that a breach of any of these clauses will cause damage to Andovar. Andovar will seek legal enforcement of these clauses including but not limited to injunction and recovery of damages.

6. Validity

If any clause of this agreement is invalid or unenforceable then that clause will be constrained and limited only to the extent necessary in order to make the clause valid or enforceable. Other clauses will not be affected by invalid or unenforceable clauses and the agreement will continue.

7. Identification of Proprietary Information

If there is a dispute over whether information is considered Proprietary Information the Contractor must prove that the information is not Proprietary Information.

8. Enforcement and waivers

A delay or omission in enforcing any of the clauses of this agreement will not constitute a waiver.

Any waivers will be considered specific to the case of the waiver and will not affect other clauses or the agreement.

9. Successors

This agreement will be binding to the successors and assigns of each party.

10. Jurisdiction

This agreement will be governed and enforced as per the laws and courts of Singapore.

11. Modification

Modifications to this agreement must be agreed to by Andovar and the Contractor in writing.

12. Other agreements

In the case that this agreement is in addition to other agreements between Andovar and the Contractor that contain clauses treating Proprietary Information or confidential information the clauses that is more protective of Proprietary Information shall be the controlling clause.

For Andovar:

Signature

Printed name: _____

Title: _____

Date: _____

For the Contractor:

Signature

Printed name: _____

Date: _____