

Confidentiality Agreement

Non-disclosure agreement for the protection of information entrusted to MMW Europe Ltd for the provision of translation, legalisation, consultancy and administrative services

BETWEEN

The Client _____, whose registered office or address is at _____, acting by its duly authorised representative or, in the case of an individual, in person, _____ (the "Client")

AND

MMW Europe Ltd, a company registered in England and Wales under company number 09081977, whose registered office is at Level 1, One Mayfair Place, Mayfair, London W1J 8AJ, acting by its director _____ ("MMW"),

each a "Party" and together the "Parties".

BACKGROUND

For the purposes of the provision by MMW to the Client of translation, certification, sworn translation, legalisation, notarial coordination, consultancy and administrative assistance services (the "Business Purpose"), the Client may make available to MMW information of a confidential nature, as defined in clause 1 below. In consideration of the mutual undertakings set out in this Agreement, the Parties agree as follows.

1. CONFIDENTIAL INFORMATION

1.1 For the purposes of this Agreement, "Confidential Information" means all information, in whatever form, whether on paper or in electronic form, including audio and video files, disclosed by or on behalf of the Client to MMW, which:

(a) relates to the past, present or future activities of the Client, or of any other company or individual on whose behalf the Client acts, concerning its business, research, development, commercial and non-commercial activities, products, corporate documents, certificates, legal and notarial documents, services and technical knowledge, including, without limitation, information concerning products and services not yet publicly announced, information relating to third-party clients, projects, plans and the related organisation, and information disclosed or developed for the Business Purpose; or

(b) is identified in writing as confidential or proprietary, is protected by copyright, or constitutes, in whole or in part, a trade secret.

1.2 "Personal Data" has the meaning given to it in the UK General Data Protection Regulation and the Data Protection Act 2018.

2. OBLIGATIONS OF MMW

2.1 In relation to the Confidential Information, MMW undertakes:

- (a) to keep the Confidential Information confidential and to use it exclusively for the Business Purpose, to the exclusion of any other purpose;
- (b) not to disclose or communicate the Confidential Information in any manner to any third party, including persons within its own organisation who have no need to know it, except with the prior written authorisation of the Client and solely for purposes connected with the performance of the Business Purpose; MMW may nevertheless disclose Confidential Information, to the extent strictly necessary for the Business Purpose, to its directors, employees, official translators, professional collaborators and subcontractors, to notaries public and to the courts, consular offices and public authorities before which the service has to be performed, provided that such persons are bound by obligations of confidentiality no less onerous than those set out in this Agreement or by a professional or statutory duty of confidentiality;
- (c) to adopt all reasonable technical and organisational measures to prevent, or reduce to a minimum, the risk of unauthorised access to, unauthorised use of or misappropriation of the Confidential Information. MMW shall promptly notify the Client in writing of any unauthorised use or disclosure of the Confidential Information of which it becomes aware and shall give the Client all reasonable assistance to bring the unauthorised use or disclosure to an end.

3. EXCEPTIONS

3.1 Nothing in this Agreement shall prohibit or restrict the use or disclosure of Confidential Information which MMW can demonstrate:

- (i) is or has become public knowledge otherwise than through a breach of the obligations arising under this Agreement;
- (ii) was disclosed to MMW by a third party who was not bound by an obligation of confidentiality equivalent to this Agreement;
- (iii) was already known to MMW before the signing of this Agreement and free from any obligation of confidentiality; or
- (iv) was developed independently by MMW without the use of the Confidential Information.

3.2 MMW may disclose Confidential Information to the extent required by law, by a court of competent jurisdiction, by a regulatory or supervisory authority or by the rules of a professional body to which it belongs, and to the extent inherent in the performance of the service requested, such as the attestation of a sworn translation before a notary public or a court, or the submission of a document to the receiving authority. Where lawful and practicable, MMW shall give the Client prior notice of any such disclosure.

4. OWNERSHIP, RETURN AND DESTRUCTION

4.1 All Confidential Information, in whatever form, is and shall remain the exclusive property of the Client. MMW shall not copy the Confidential Information for any purpose other than the Business Purpose without the prior written consent of the Client and, where such consent is given, every copy shall carry the confidentiality and ownership markings appearing on the original.

4.2 Every copy of the Confidential Information, and any document containing it, is the exclusive property of the Client and shall be returned to the Client or destroyed, at the Client's option, on the earlier of (a) the completion of the use permitted for the Business Purpose and (b) a written request by the Client. The return or destruction shall take place within thirty days of the request or of the end of the permitted use, and shall be confirmed to the Client in writing.

4.3 MMW may retain such copies as are required by law, by the rules of the professional bodies to which it belongs, by its professional indemnity insurance or by the obligations attaching to certified and sworn translations and to applications lodged with public authorities, for the period so required and in any event for no longer than necessary, such copies remaining subject to the obligations of confidentiality set out in this Agreement.

5. NO LICENCE

5.1 Nothing in this Agreement shall be construed as granting to MMW any licence or right in respect of any intellectual property right, trade secret or other right of the Client, other than the limited right to use the Confidential Information for the Business Purpose.

6. NO COMPETING USE

6.1 MMW undertakes not to use, directly or indirectly, the Confidential Information of the Client in competition with the Client.

7. NO PUBLICITY

7.1 MMW undertakes not to refer, and not to allow others to refer, to this Agreement or to the Confidential Information, and not to use the name of the Client in any press release, statement, promotional material or for marketing purposes, without the prior written consent of the Client.

8. DURATION

8.1 This Agreement takes effect from the moment the first Confidential Information is made available by the Client to MMW and shall continue in force notwithstanding the termination, for whatever reason, of the relationship between the Parties, and notwithstanding that the negotiations between the Parties do not result in an engagement. The obligations of confidentiality shall survive for as long as the information concerned remains confidential.

9. ASSIGNMENT

9.1 Neither Party may assign, transfer or otherwise deal with this Agreement, or any of its rights or obligations under it, without the prior written consent of the other Party.

10. ENTIRE AGREEMENT AND VARIATION

10.1 This Agreement supersedes and replaces any previous understanding between the Parties relating to its subject matter, constitutes the entire agreement between them in that respect and may be varied or supplemented only by a document in writing signed by, or on behalf of, both Parties.

11. SEVERABILITY

11.1 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of the remaining provisions shall not be affected.

12. NO WAIVER

12.1 No failure or delay by a Party in exercising any right or remedy under this Agreement, and no tolerance of a breach, shall operate as a waiver of that right or remedy or as an implied variation of the provisions or remedies provided for in this Agreement.

13. DATA PROTECTION

13.1 Each Party shall process the Personal Data of the representatives and contact persons of the other Party solely for the purposes connected with the performance of this Agreement, in accordance with the UK General Data Protection Regulation, the Data Protection Act 2018 and its own privacy notice. The privacy notice of MMW is available at www.mmweuropetranslations.co.uk/privacy-policy/.

13.2 Where, in performing the Business Purpose, MMW processes Personal Data contained in the Confidential Information on behalf of and on the instructions of the Client, the Parties shall enter into, where required, the written terms prescribed by Article 28 of the UK General Data Protection Regulation. The retention obligations of MMW in relation to certified and sworn translations and to applications lodged with public authorities remain unaffected.

14. REMEDIES

14.1 MMW acknowledges that damages alone may not be an adequate remedy for a breach of this Agreement and that the Client shall be entitled, without prejudice to any other right or remedy, to seek injunctive relief or specific performance in respect of any threatened or actual breach.

15. THIRD-PARTY RIGHTS

15.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

16. NOTICES

16.1 Any notice under this Agreement shall be in writing and sent to the postal or email address of the receiving Party stated in this Agreement or in the letter of engagement. Notices to MMW shall be sent to

Level 1, One Mayfair Place, Mayfair, London W1J 8AJ or to info@mmweurope.com. A notice is deemed received, if delivered by hand, at the time of delivery, if sent by pre-paid first-class post, on the second business day after posting, and if sent by email, at the time of transmission during business hours.

17. COUNTERPARTS AND ELECTRONIC SIGNATURE

17.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, and may be signed electronically. A signed copy transmitted by email in PDF form shall be treated as an original.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Signed in London on _____

The Client

MMW Europe Ltd

Name, position and signature

Michela de Julio, Director

Version of 28 October 2026.