



Auktorisoidun kääntäjän tutkinto 13.11.2010 Examen för auktoriserad translator

Kielet ja käännössuunta/Språk och språkriktning
Englannista suomeen / Från engelska till finska

Aihepiiri/Ämnesområde
Laki ja hallinto / Lag och förvaltning

Viestintätehtävä / Uppgift
Laadi liitteenä olevasta asiakirjasta laillisesti pätevä käännös /
Gör en laggill översättning av den bifogade handlingen

Lähde / Källa: Yksityinen asiakirja.

Huom! Kehystettyä osaa ei käännetä.
Obs! Det inramade partiet ska inte översättas.

Käännöksen käyttötarkoitus / översättningens syfte
Todistusaineistoksi A:n ja B:n riitatapauksessa.

Huom! Käännökseen ei kirjoiteta vakuuslauseketta!
Obs! Översättningen ska inte bestyrkas!

Non-Disclosure Agreement

Date: This agreement is made the 4th, July, 2008.

BETWEEN

A of the one part

and

B of the other part.

The contracting parties are hereinafter referred to as a "Party" or jointly "Parties".

WHEREAS the Parties, for their mutual benefit, may have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

1.1 "Purpose" shall mean:

- (i) any discussions and negotiations between or within the Parties concerning or in connection with the establishment of a business relationship between the Parties; and thereafter
- (ii) activities relating to a business relationship between the Parties.

1.2 "Confidential Information" shall mean any information or data relating to the co-operation in the field of electronic manufacturing services or to a Party's business or affairs (including but not limited to the present or future products, designs, business plans, business opportunities, know-how, technology, customers, employees, sources of products, contracts, research and development, production process and plans, marketing and financial data and other confidential information) disclosed whether in writing, orally or by any other means to one Party by the other Party or by a third party on behalf of the other Party, whether before or after the date of this Agreement. Confidential Information shall exclude any part of such disclosed information or data which:

1.2.1 is or becomes common knowledge without breach of this Agreement by the receiving Party; or

1.2.2 the receiving Party can show (a) was in its possession or known to it by being its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing Party and was not previously acquired by the receiving Party from the disclosing Party under an obligation of confidence, or (b) to have been developed by or for the receiving Party at any time independently of any information disclosed to it by the disclosing Party; or

1.2.3 the receiving Party obtains or has available from a source other than the disclosing Party without breach by the receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing Party; or

1.2.4 is hereafter disclosed by the disclosing Party to a third party without restriction on disclosure of use; or

1.2.5 is disclosed by the receiving Party with the prior written approval of the disclosing Party.

2. Handling of Confidential Information

2.1 The receiving Party shall maintain the other Party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the receiving Party applies to its own confidential information. The receiving Party warrants having adequate protection against unauthorised disclosure, copying or use of the Confidential Information. The receiving Party shall ensure that disclosure of such Confidential Information is restricted to those employees or directors of the receiving Party having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the disclosing Party. All Confidential Information and copies thereof shall be returned to the disclosing Party within 30 days of receipt of a written request from the disclosing Party.

2.2 The Parties recognise that they are parts of organisations of multiple legal entities in several jurisdictions and that it may be necessary for them to provide Information to their Affiliates (as defined below). For this purpose, the Parties agree that:

- (a) each Party may disclose information to its Affiliates but only to the extent that such Affiliate has a need to know for carrying out the Purpose; and
- (b) disclosure by or to an Affiliate of a Party shall be deemed to be a disclosure by or to that Party, as applicable; and
- (c) each Party shall be responsible for the observance and proper performance by all of its Affiliates of the terms and conditions of this Agreement.

2.3 For the Purpose of this Agreement "Affiliate" shall mean any company which, as long as at least fifty percent (50%) of operational control or voting rights are, now or hereafter, directly or indirectly owned by a Party.

↙ **KÄÄNNETTÄVÄ OSIO ALKAA TÄSTÄ:**

3. Indemnity

The Parties hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Party or its present or future customers that may be difficult to ascertain. The Parties will indemnify each other against all damages in consequence of breach of this Agreement. Accordingly the Parties agree that the injured Party will have the right to seek and obtain immediate relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

4. Limitations and warranty

4.1 The receiving Party shall (i) not divulge the other Party's Confidential Information, in whole or in part, to any third party, (ii) use the same only for the Purpose, and (iii) make no commercial use of the same or any part thereof without the prior written consent of the disclosing Party. Notwithstanding the foregoing, the receiving Party shall be entitled to make any disclosure required by law of the other Party's Confidential Information provided that it gives the other Party not less than two business day's notice of such disclosure.

4.2. Each Party warrants its right to disclosure its Confidential Information to the other Party and to authorise the other Party to use the same for the Purpose.

5. Termination

The obligations under this Agreement shall expire three (3) years after the date of the last disclosure made under it.

6. Nonwaiver

No failure or delay of either Party in exercising its rights hereunder shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

7. Non-assignment

This Agreement shall not be assigned or otherwise transferred in whole or in part by either Party without the prior consent of the other Party.

8. Arbitration

Disputes arising out of or related to this Agreement shall be finally settled under the Rules of Arbitration Institute of the Central Chamber of Commerce, in Helsinki, Finland by one (1) arbitrator according to the laws of Finland.

↗ **KÄÄNNETTÄVÄ OSIO LOPPUU TÄHÄN.**

AS WITNESS this Agreement has been signed on behalf of each Party by its duly authorised representative as of the day and year first above written.

SIGNED for and on behalf of A

Name:

Title:

Name:

Title:

SIGNED for and on behalf of B

Name:

Title:

Name:

Title: