



NON-DISCLOSURE AGREEMENT

for Independent Contractors (Translators)

TERMS OF REFERENCE

- The Company – refers to Asimo Linguistics, Bangalore, India
- Vendor: -Refers to: _____

I. EMPLOYMENT STATUS

1. This is to confirm that I am an independent contractor and will act as such for all services rendered to me by The Company. I understand that I am NOT an employee of The Company and I agree that:
2. I will not sub-contract out work forwarded to me for completion by The Company to another vendor/individual unless The Company has agreed to it.
3. I am responsible for all the products and services provided by me, or the firm I represent.
4. The Company will NOT withhold any taxes from my fees but The Company will report my gross fees as required by Central, State and Local law. Therefore, I am responsible for all applicable taxes on my gross fees.
5. I possess all applicable stationary, tax return forms, business cards, and other requirements for functioning in this capacity.
6. I will NOT be covered under any of The Company's insurance policies (including/but not limited to: Disability, Workers' Compensation, Sick Pay, Holiday Entitlement, Unemployment, etc.)
7. The Company may terminate the use of my service at any time without cause and without further obligation, except for the payment of due fees for services rendered by me prior to the date of termination.
8. By providing services to The Company, I am not violating any agreement between myself and another third party.
9. After I have accepted the work, I will not demand from The Company any advance other than agreed beforehand or any payment before the end of a 45-day period from the day of submitting the completed work.
10. I will return the fully completed work within the agreed submission deadline and shall not return the work undone. In case I don't meet my commitments, The Company has full right to withhold and/or reduce any payment due to me without any prior notice.

II. SERVICES

1. I agree to provide services in accordance with The Company's specifications, to complete all assignments previously accepted by me and to have my work reviewed by The Company and/or an independent third party. If it is determined that I have returned sub-standard or incomplete work, The Company has the right to withhold and/or reduce payment.

2. I understand that during an assignment I shall report to a representative of The Company and provide summaries of my services upon request.
3. I will submit all undertaken work – fully completed, by 17.00 GMT on the agreed completion day via email, fax or in person to a representative of The Company.
4. I will save my work every 15 minutes and will keep a hard copy on separate computers or diskettes to avoid any loss of work done. I will also retain up to two soft copies of my completed work for up to 15 days after the date of submission. I am responsible for any loss of work due to my negligence, power failure or any other cause.

III. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

1. The Company considers confidentiality as an essential requirement in all aspects of its operations. I will not discuss the rates which I receive for services rendered with representatives from any organization other than The Company.
2. I understand that I will be exposed and have access, in the course of my services, to sensitive and confidential matters. I agree to maintain strict confidentiality over all documents and materials which come to my attention through the course of my association with The Company either directly or indirectly. I agree that I shall not, during or at any time following the execution of this Agreement, use or disclose in any manner any confidential information forwarded to me by The Company.
3. I agree that all information forwarded to me by The Company is the property of The Company and that it is against The Company's policy and a violation of this agreement to attempt to contact directly any client, to whom I was referred by The Company, without prior written consent from The Company's management.
4. I agree not to induce or attempt to influence, directly or indirectly, any employee and or contractor working for The Company to terminate his/her employment or association with The Company.
5. In the event that any documents and/or all other types of materials prepared by me in the performance of my services for The Company, include material subject to copyright protection - such materials have been specially commissioned by The Company and they shall be deemed "work for hire". To the extent that any such materials do not qualify as "work for hire" under applicable law, and to the extent they include elements which are subject to copyright, patent, trade secret, or other proprietary rights protection, I hereby assign to The Company all right, title, and interest in and to all such materials. To the extent that I have any rights in the same, I hereby waive all enforcement of such rights.
6. I understand that violation of this confidentiality agreement will result in disciplinary action which may include legal ramifications. If at any time, I witness an employee or another contractor discussing confidential material, I will report the matter to a manager or director at The Company.

IV. MISCELLANEOUS

LEGALITY

1. In the event of a dispute, this contract shall be governed by, enforced and construed in accordance with the laws of the Government of India. Both parties agree to submit to binding arbitration in Bangalore, India. Legal costs shall be paid as determined by the arbitrator.
2. This contract will remain in effect for 2 years after I last perform a service for The Company.
3. The Company is under no obligation to offer me particular projects or assignments, and I am under no obligation to accept particular projects or assignments.
4. This contract may only be modified in writing.
5. This contract will be in full effect from:

- the date it is signed and/or
- when I accept it by filling in the Agreement Form forwarded to me by The Company at the time of The Company's offer and submitting it by email to The Company and/or
- when I check the box on The Company's website during the registration process.

CONSENT TO AGREEMENT:

By completing and submitting to The Company the Acceptance Form forwarded to me by The Company at the time of their offer, I consent that I fully understand the provisions and consequences of this agreement and that I agree and will abide by the Terms and Conditions contained in this agreement.

The Company:

Asimo Linguistics
Registered Office: 13/14, Vinayaka Layout,
11th Cross, K.R. Puram, Bangalore, India
Pin: 560049
Email: contacts@asimolinguistics.com

I Accept the Terms & Conditions

Signature:

Name in Capitals

Address and Stamp:

The Company:

Authorized Signatory:

Name in Capitals

Address and Stamp

