Engiwords

NONDISCLOSURE AGREEMENT

BETWEEN:

Receiving party. ELLIPSE WORLD, doing business as ENGIWORDS, with its business address at 1540-1050 Côte du Beaver Hall, Montréal, Québec H2Z 0A5, Canada (“ENGIWORDS”).

Disclosing party. The company or organization identified below (“Client”).

Full legal name	
Full business address	
Contact email	

Complete the fields above and sign on page 2 before sending confidential documents.

1. PURPOSE AND EFFECT

Client may share documents so that ENGIWORDS can assess their content, word count, file formats and technical requirements, determine pricing and turnaround, and prepare or discuss a quotation (the “Purpose”). This Agreement takes effect on the date of the last signature.

Neither party is required to disclose information, issue or accept a quotation, or proceed with a project. Translation services begin only if Client separately accepts an ENGIWORDS quotation in writing or the parties sign a separate services agreement.

2. INFORMATION COVERED

“Confidential Information” means nonpublic information disclosed by or on behalf of Client for the Purpose that is marked confidential or that a reasonable recipient would understand to be confidential. It includes drawings, CAD files, specifications, bills of materials, manuals, test results and information belonging to Client’s customers. It covers disclosures in any form and any extracts, notes or analyses that reveal their contents.

3. USE AND ACCESS

ENGIWORDS will use Confidential Information only for the Purpose and protect it with at least reasonable care and the same care it uses for its own information of similar sensitivity. It may share only what is necessary with employees, specialist linguists and technical service providers who need access for the Purpose and are bound by confidentiality duties at least as protective as these.

ENGIWORDS is responsible for their compliance. ENGIWORDS will not submit Confidential Information to a public machine translation or generative AI service, or use it to train an AI model. It will promptly notify Client of any known unauthorized access, use or disclosure and cooperate in limiting its effects.

4. EXCEPTIONS AND LEGALLY REQUIRED DISCLOSURE

These duties do not apply to information ENGIWORDS can demonstrate was lawfully known to it without a duty of confidentiality, is or becomes public through no breach of this Agreement, is lawfully received from a third party without such a duty, or is independently developed without using Confidential Information.

If disclosure is legally required, ENGIWORDS will, to the extent permitted, promptly notify Client before disclosure, reasonably assist Client in seeking protection at Client's expense, and disclose only what the law requires.

5. OWNERSHIP AND RESTRICTED MATERIALS

Client and its licensors retain their rights in the materials. Client grants ENGIWORDS only the right to review and copy them as needed for the Purpose. Client will disclose only materials it is authorized to share. Before sending export-controlled materials or files subject to special access or handling restrictions, Client must identify the restrictions without sending the files and obtain ENGIWORDS' written agreement on handling.

6. DURATION AND DISPOSAL

Either party may end the evaluation by written notice. Confidentiality and use restrictions continue for five years from each disclosure. For trade secrets, they continue for as long as the information qualifies as a trade secret under applicable law.

On Client's written request or when the evaluation ends without an order, ENGIWORDS will promptly return or securely delete the materials and copies, including those held by its representatives, and confirm completion on request. Copies required by law or held in routine backups may be retained subject to this Agreement. Backup copies will be deleted in the normal backup cycle.

If Client orders the translation, ENGIWORDS may also use the materials to perform that order. The confidentiality protections in this Agreement continue unless the parties expressly replace them in writing.

7. GOVERNING LAW AND SIGNATURES

The laws of Québec and the federal laws of Canada applicable there govern this Agreement. The parties submit to the exclusive jurisdiction of the courts of Québec in the judicial district of Montréal. Either party may seek urgent interim relief in any court of competent jurisdiction.

The parties may sign separate copies by hand or electronically and exchange signed copies by email. Together they form one agreement. Each signer is authorized to bind the party identified below.

By typing my name in the Signature field, I sign this Agreement on behalf of the party indicated below.

Authorized signature	**Client**	**ENGIWORDS**
Signature	_____	_____
Full name	_____	_____
Title	_____	_____
Date (YYYY-MM-DD)	_____	_____