www.serious.ro | office@serious.ro | +40 21 3124641
Serious Business 2003 SRL | VAT RO15425387 | Trade Reg. J2003000610039
15B Doamna Stanca Street, Pitești, Argeș County, 110330, Romania

Confidentiality agreement

No. ..... of .....

Between:

SERIOUS BUSINESS 2003 SRL, registered office Str. Doamna Stanca nr. 15B, Pitești, Argeș County, Romania, Trade Register no. J2003000610039, VAT no. RO15425387, represented by Nicolae Marinescu, Administrator (**"Serious Business"**),

and

....., registered office ....., VAT no. ....., represented by ....., as ..... (**"the Client"**).

Art. 1. Confidential Information

All information, documents and files, in any form, that the Client makes available to Serious Business in connection with an offer request or a project - through e-Client, e-mail, transfer platforms, on physical media or orally - together with the translations and other deliverables produced from them (texts, subtitles, typeset material, print files), including the existence, subject and content of the projects (**"Confidential Information"**).

This agreement applies to all services Serious Business provides to the Client: translation, interpreting, subtitling, desktop publishing, print and promotional materials, and any related services.

Art. 2. Purpose

Serious Business uses Confidential Information only to prepare offers and to provide the services the Client requests.

Art. 3. Obligations of Serious Business

3.1. Serious Business keeps Confidential Information strictly confidential and does not copy, share or disclose it except as needed for the purpose in Art. 2.

3.2. Access is limited to employees and contractors of Serious Business who need it for the project and are bound in writing by confidentiality obligations at least as strict as those in this agreement.

3.3. Confidential Information is protected by appropriate technical and organisational measures - access control, encrypted transfer, secure storage - within the ISO/IEC 27001 certified information security management system.

3.4. Serious Business does not enter Confidential Information into public machine-translation or artificial-intelligence services, that is, services open to the public whose providers may keep or reuse the content.

Art. 4. Subcontractors

The Client authorises Serious Business to entrust parts of the services to subcontractors (translators, revisers, interpreters, DTP specialists, printers, hosting and e-mail providers). Serious Business binds each of them in writing to confidentiality and data-protection obligations at least as strict as those in this agreement and is liable to the Client for them as for its own acts. On request, Serious Business names the subcontractors used for a project; the Client may object, with reasons, to a particular subcontractor.

Art. 5. Exceptions

5.1. The confidentiality obligations do not apply to information that: (a) is or becomes public through no fault of Serious Business; (b) Serious Business lawfully knew before receiving it from the Client; (c) was lawfully received from a third party without a confidentiality obligation; (d) must be disclosed by law, by a court decision or at the request of a competent authority - in which case Serious Business informs the Client beforehand, where the law allows, and discloses only what is required.

5.2. Exceptions (a)-(c) do not apply to personal data: personal data remain protected under Art. 7 even when they are also available from other sources.

Art. 6. Incidents

If Serious Business becomes aware that Confidential Information has been accessed, lost, altered or disclosed without authorisation, it informs the Client without undue delay and at the latest within 48 hours, telling it what happened, which information is affected and what it has done, and takes all reasonable measures to limit the effects. The Client informs Serious Business if it becomes aware of such an incident.

Art. 7. Personal data

7.1. Where Confidential Information contains personal data, the Client is the controller and Serious Business the processor within the meaning of Article 28 of Regulation (EU) 2016/679 (GDPR). The subject matter of the processing is the documents received, its nature and purpose are the provision of the services ordered, its duration is as set out in Art. 9, and the types of data and categories of data subjects are those contained in the documents the Client sends.

7.2. Serious Business: (a) processes the data only on the Client's documented instructions - the order and this agreement are such instructions - and tells the Client if it believes an instruction infringes the law; (b) ensures that the persons authorised to process the data have committed themselves to confidentiality; (c) applies the security measures in Art. 3.3, in accordance with Article 32 GDPR; (d) uses subcontractors only as set out in Art. 4; (e) assists the Client, as far as possible, in responding to requests from data subjects and in meeting its obligations under Articles 32-36 GDPR; (f) notifies security incidents as set out in Art. 6; (g) transfers data outside the European Economic Area only with the safeguards of Chapter V GDPR; (h) makes available to the Client the information needed to demonstrate compliance with these obligations and allows reasonable audits announced in advance.

7.3. For data that need special protection (for example health data or data concerning children), the Client informs Serious Business before sending them.

Art. 8. Rights

This agreement gives Serious Business no right in the Confidential Information other than to use it for the purpose in Art. 2.

Art. 9. Term, return and deletion

9.1. This agreement takes effect on signature, also for information received before, and is concluded for an indefinite term. The confidentiality obligations continue after the collaboration ends.

9.2. At the Client's written request, Serious Business returns or deletes the Confidential Information, including the copies in e-Client, and the backup copies at their next regular rotation, except what the law requires it to keep (for example accounting records), and confirms this in writing. Until such a request, Serious Business may keep the project files, protected under this agreement, so as to make them available to the Client.

Art. 10. Liability

10.1. Serious Business is liable for the direct damage caused to the Client by a breach of this agreement, up to the price, excluding VAT, of the offer confirmed by the Client for the project in connection with which the affected Confidential Information was received.

10.2. For information received when no binding offer has been issued and confirmed, Serious Business is not liable for damages.

10.3. The limitations in Art. 10.1 and 10.2 do not apply to damage caused intentionally or by gross negligence.

Art. 11. Nature of the agreement

This agreement stands on its own: it takes effect independently of any other document, is not amended or replaced by other terms, published or not, and may be amended only in writing signed by both parties. If a clause becomes invalid, the others remain in force.

Art. 12. Governing law and disputes

This agreement is governed by Romanian law. The parties try to settle any disagreement amicably; otherwise the dispute is settled by the competent courts of Argeș County.

Signed on ……., in two original counterparts, one for each party, or signed electronically.

SERIOUS BUSINESS 2003 SRL Nicolae Marinescu, Administrator	**THE CLIENT** Name, position: ……
Signature	Signature