



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement is made and entered into on this date, **Date** by and between Translate UK Limited, of 11 Moor Royd, Rocks Road, Halifax, HX3 0HT, **England and Name & Address** ("the Receiving Party"). Pursuant to the terms of this agreement certain confidential information relating to the business of Translate UK Limited, its customers or suppliers may be disclosed.

1. In this agreement, "Confidential Information" includes information of any nature whether disclosed orally, in writing, electronically and howsoever recorded or embodied identified by the disclosing party as confidential.
2. The obligations set out in the following paragraphs do not apply to: -
 - (i) Confidential Information which at the time of its disclosure, as described in paragraph 1, is within the public domain and is generally available to the public; or
 - (ii) Confidential Information which, after such disclosure, comes into the public domain and is generally available to the public otherwise than by reason of any breach of any of the undertakings in this letter; or
 - (iii) Confidential Information which was lawfully in the possession of the receiving party before it was disclosed as described in paragraph 1, provided that the prior source of that information was not in turn bound by a duty (whether contractual or otherwise) of confidence in relation to it.
3. In consideration of the disclosure of Confidential Information to the Receiving Party the parties hereto mutually undertake and agree with as follows: -
 - (i) to use the Confidential Information only for the purposes for which it is disclosed, and for conducting business with Translate UK Limited the terms on which the parties hereto may transact and continue to transact business, and not in any way which would or might be detrimental to the interests of Translate UK Limited;
 - (ii) to treat and safeguard as private, secret and confidential all Confidential Information;
 - (iii) not at any time to use the Confidential Information to solicit or attract from Translate UK Limited employees or officers, nor to engage in or contact Translate UK Limited's officers or employees other than for the purposes stated in paragraph 3(i);

- (iv) not at any time without the prior written consent of the disclosing party to disclose or reveal any Confidential Information to any person other than the advisers, agents and employees of the Receiving Party who are required in the proper discharge of their duties to receive and consider it for the purposes stated in paragraph 3(i), and then only on the condition that that disclosure shall not be made unless the adviser, agent or employee concerned shall have been appraised of the secret and confidential nature of the information and have undertaken in terms similar to this letter for the benefit of the disclosing party.
4. Where the Confidential Information disclosed hereunder is disclosed for the purposes of the receiving party evaluating its participation in a project with Translate UK Limited for delivery to a customer or potential customer ("the Customer") of Translate UK Limited the Receiving Party agrees that for the duration of the term of this agreement, or at any time thereafter in which Translate UK Limited acts as localisation partner of or carries out individual localization projects for the Customer the Receiving Party will not seek to solicit business from the Customer or any of its associated companies or subsidiaries.
 5. The obligations of confidentiality described and set out in paragraphs 3(i) to 3(iv) shall not prohibit disclosure of any Confidential Information by a person possessing it where that disclosure is made to comply with a legally binding order of a court or tribunal of competent jurisdiction or to comply with any mandatory rule or regulation of law or competent regulatory authority.
 6. The parties shall also keep the existence and contents of this agreement confidential and shall not disclose the existence of same (or any part thereof) except to employees who have a need to know or except as may be necessary to select and secure the participation of other parties or for the proper disclosure to professional advisers, or as may be otherwise required by law.
 7. The parties shall in no way make any public statement, announcement or representation about their intended collaboration or specific reference to any other Party relating to the agreement, except by joint agreement between the parties.
 8. If the disclosing party so requests in writing the receiving party shall immediately return to the disclosing party all Confidential Information and all copies and adaptations of it or any part of it, and shall if so requested destroy or send to the disclosing party all notes, memoranda and extracts of Confidential Information in their possession or under their control, and shall use their best endeavours to procure that all other persons to whom the Confidential Information has been disclosed shall do likewise.
 9. The Confidentiality obligations contained in this agreement shall survive the expiration or termination of this agreement.
 10. The parties hereby mutually agree and acknowledge that damages would not be an adequate remedy for any breach of the obligations arising under or described in this agreement.
 11. If any provision of this agreement shall be determined to be unlawful or unenforceable by any court of law or competent tribunal of the United Kingdom offending provision may be severed from the agreement or amended in such a manner as the court or tribunal may decide so as to make the provision acceptable and enforceable. In the event that a provision of the agreement is severed for such reason the parties agree that the remainder of the provisions of the agreement shall continue in force as if the offending provision had not been included.

12. The terms of this letter shall be governed by and construed in accordance with English Law.

For and on behalf of **Translate UK Limited**

For and on behalf of