

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“Agreement”) by and between Europa Translations Ltd., a limited liability company, with its principal place of business at 134 Greenfield Road, Harborne, Birmingham B17 0EG and

WHEREAS, the Parties each possess and desire to share certain proprietary and confidential information in order to further their business relationship, and

WHEREAS, the Parties desire that such proprietary and confidential information not be disclosed, and

WHEREAS, in consideration of a Party’s provision of access to such proprietary and confidential information of the other Party and other good and valuable consideration, the sufficiency of which is acknowledged,

NOW THEREFORE, the Parties agree as follows:

1. “Confidential Information” of the Parties shall include, but is not limited to, trade secrets, ideas, processes, computer programs in source code, formulas, materials, methods, data, computer programs in object code, sources of supplies, technology, research, know-how, improvements, discoveries, developments, designs, inventions, techniques, marketing plans, forecasts, new product information, unpublished financial statements, budgets, business plans, projections, prices, costs, customer lists, marketing information, and confidential information disclosed orally.
2. The Parties agree not to copy, alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information unless permitted in writing by the disclosing party. Nothing herein shall be deemed to restrict the disclosing party’s use of its own Confidential Information. Further, the Parties agree to use the other’s Confidential Information solely for the purpose of furthering their business relationship.
3. The Parties each agree to maintain in confidence the other’s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such information. The Parties represent and warrant that they have implemented security procedures and practices that are appropriate to the nature of the Confidential Information disclosed hereunder and that are reasonably designed to protect any personal information from unauthorized access, use, modification, disclosure or destruction. Each Party may disclose Confidential Information to its agents and consultants, provided that such agents and consultants have entered into written agreements with the Receiving Party that contain disclosure terms at least as restrictive as the terms in this Agreement. Any person given access to the other party’s Confidential Information for the purpose of this Agreement shall be informed and subject to all terms of this Agreement. The Parties each respectively agree to be responsible for the terms of this Agreement, and acknowledge that a breach of any of the terms of the Agreement by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each Party will advise the other party in writing of any misappropriation or misuse of the Confidential Information and will treat the Confidential Information with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances.
4. The Parties each agree that Confidential Information disclosed to the other shall not be disclosed to any third party, except as authorized in writing by the party providing the information. In the event the receiving party is required to disclose Confidential Information pursuant to a judicial or governmental order, such party will promptly notify the disclosing party in sufficient time to allow intervention in response to such an order.

5. The obligations of the Parties' hereunder shall not apply to any Confidential Information which:
- a) is legally in the receiving party's possession at the time of disclosure;
 - b) is or becomes part of the public knowledge or literature, not as a result of any action or inaction on the receiving party;
 - c) is approved for release by written authorization of the disclosing party;
 - d) is independently developed by the receiving party without access to the Confidential Information; or
 - e) is received from a third party who is legally in possession of such Confidential Information and has the authority to disclose it.
6. Neither Party shall acquire any rights in or to the Confidential Information of the other under this Agreement, except the limited right to use the Confidential Information solely for the purposes set forth herein and there is no license conveyed hereunder to use, sell, exploit, copy or further develop any such Confidential Information. Nothing in this Agreement shall be deemed to constitute an implied license in favor of either Party to any proprietary rights of the other party, including without limitation, any patents, copyrights, trademarks or trade secret information. All intellectual property rights associated with the Confidential Information, including without limitation, patent, trademark, copyright and trade secret rights, shall remain with the disclosing party. Neither Party has an obligation under this Agreement to purchase or sell any service or item from or to the other party. Neither Party has an obligation under this Agreement to commercially offer any products using or incorporating Confidential Information.
7. Each Party shall notify the other upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and will cooperate in every reasonable way to help the other regain possession of the Confidential Information and prevent its further unauthorized use. Each Party acknowledges that the other party, because of the nature of the Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Agreement in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a Party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails in any action brought to enjoin a material breach or threatened breach of this Agreement, it shall be entitled to reasonable attorney's fees and costs in connection with such legal proceeding.
8. This Agreement shall become effective as of the date of execution hereof and will remain in effect for a period of one (1) year unless extended in writing by mutual agreement of the Parties. Either Party may terminate this Agreement for material breach thereof upon ten (10) days written notice.
- a) Upon termination of this Agreement, or upon request of the disclosing party, the receiving party shall return to the disclosing party all Confidential Information in tangible form provided by the other, including any copies made by the receiving party, and shall delete or erase all intangible Confidential Information of the disclosing party in its possession, except where retention of the Confidential Information may be required by law or regulation. If requested by the disclosing party, an officer of the receiving party shall certify in writing that all such Confidential Information of the other was returned, erased or deleted.
 - b) Notwithstanding any termination of this Agreement, the obligations of confidentiality set forth herein shall survive for a period of five (5) years from the date of disclosure.

9. This Agreement may not be assigned by either Party without the express written consent of the other party and purported assignment without such written consent shall be void. This Agreement supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement and shall be binding on the Parties. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both Parties. The failure to enforce any right will not be deemed a waiver of such or any other right, including the right to enforce a subsequent breach of the same obligation. This Agreement will not be construed as a teaming agreement, joint venture or other business relationship. The individuals executing this Agreement, on behalf of the Parties hereby represent that they are authorized to sign this Agreement and have read and fully understand the Agreement and by their execution hereof acknowledge and agree the same on behalf of their respective Party. This Agreement shall be construed and interpreted in accordance with the laws of the United Kingdom and both Parties further consent to jurisdiction by the courts sitting in the United Kingdom.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.