

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**wedotranslation inc.**

(Hereinafter called "wedotranslation") a business based in Ottawa, Ontario, Canada

-and-

\_\_\_\_\_  
(Hereinafter called "the Client") an organization based in \_\_\_\_\_, \_\_\_\_\_

WHEREAS the Client and wedotranslation wish to investigate and assess the feasibility of forming a business relationship for the purpose of translating confidential or proprietary information that may relate to or involve invention(s), copyright(s), industrial designs, patents, trade marks, text document copyrights (hereinafter all referred to as the "Confidential Information").

AND WHEREAS Confidential Information is defined as, but not limited to, performance, sales, planning, financial, contractual, and technical data and concepts originated by the disclosing party which the disclosing party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this agreement and identified as being confidential.

AND WHEREAS the Client and wedotranslation, in order to facilitate discussion, wish to disclose, each to the other, information in their possession which the parties consider confidential or proprietary, for the purposes of furthering their investigations and assessment.

AND WHEREAS the Client and wedotranslation may enter into a business relationship which may result in the sharing of information regarding the Confidential Information.

NOW THEREFORE in consideration of this agreement and the mutual covenants and obligations set out herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Client and wedotranslation agree as follows:

- 1) Confidential Information may be disclosed by one party to the other or exchanged between the parties orally, visually, or through the transfer of documents, diagrams or computer-storage media.
- 2) Information that is to be treated as confidential information, if disclosed in writing or other tangible form, shall be clearly marked as "Confidential" or "Proprietary" by an appropriate marking, legend or notice.
- 3) Information that is to be treated as Confidential Information, if first orally disclosed, shall be identified by the disclosing party at the time of disclosure as being disclosed in confidence and shall be accurately summarized in writing or other tangible form and marked in accordance with Clause 2 hereof. Such summary shall be delivered to the receiving party within thirty (30) days after the date of oral disclosure.
- 4) Confidential Information that is disclosed pursuant to this Agreement shall not be copied or disclosed to others, except designated persons of the receiving party having a need-to-know, or used other than for the purpose of investigating or assessing the feasibility of forming a business

relationship between the parties to carry out the document translation assignment(s).

- 5) Each party understands and agrees that any unauthorized disclosure of the other party's Confidential Information may cause the other party damage, and that injunctive relief may be sought by the damaged party to prevent such unauthorized disclosure, all without prejudice to the damaged party's right to exercise any other recourse available to mitigate or compensate for damage incurred as a direct or indirect result of such unauthorized disclosure.
- 6) The party receiving the Confidential Information shall protect such Confidential Information with the same degree of care that it employs to safeguard its own Confidential Information from unauthorized use or disclosure to third parties.
- 7) The parties agree that the covenants and conditions contained in this Agreement apply to all representatives, employees, agents, permitted assigns, parents, subsidiaries, affiliates, contractors, sub-contractors, and consultants of either party.
- 8) Nothing in this Agreement constitutes an obligation on the part of either party to disclose antyparticular Confidential Information.
- 9) The parties agree that all Confidential Information actually disclosed by either party remains the exclusive property of the disclosing party. The parties shall not take any action and shall not permit any action to be taken to appropriate or assert any right in the exclusive property of the other party.
- 10) The restrictions contained in this Agreement on the use or disclosure of information identified as Confidential Information (marked in accordance with Clause 2 hereof) shall not apply to information that:
  - a) was known to the receiving party at the time of disclosure without breach of this agreement;
  - b) becomes known to the receiving party from a source other than the disclosing party without breach of any law or this Agreement;
  - c) is in the public domain at the time of disclosure;
  - d) subsequent to disclosure becomes part of the public domain through no breach of this Agreement;
  - e) is disclosed with the prior written approval of the disclosing party; or
  - f) is disclosed by the receiving party upon order of a court or tribunal of competent jurisdiction.
- 11) Nothing herein above contained shall be construed as granting or implying any right under any patent or any right to use any invention covered thereby or any license or any right to use any trade mark, copyright or industrial design.
- 12) The rights and obligations of both parties with respect to all Confidential Information that is disclosed under this Agreement shall remain in force for a period of one (1) year from the date of each disclosure of Confidential Information that is first disclosed during the term of this Agreement.
- 13) This Agreement shall automatically terminate one (1) year from its effective date, unless earlier terminated upon the mutual agreement of the parties; PROVIDED HOWEVER, that the rights and obligations of each party contained in this Agreement with respect to Confidential Information actually disclosed shall survive termination and shall continue for the period of one (1) year specified in Clause 12 hereof.
- 14) All notices, demands or documents required or permitted to be given hereunder shall be in writing and shall be deemed properly delivered when sent to the receiving party by registered letter, electronically receipted Facsimile Transmission or receipted commercial courier at its address as follows, or to such other address as either party may, by written notice, designate to the other.

To: wedotranslation inc.:  
4043 Carling Avenue, Suite LL-10 Kanata, ON K2K 2A4

Att'n:  
Fax: 613-271-2795

To the Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 15) This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16) This agreement shall not be assigned without the prior written consent of the parties hereto.

This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

\_\_\_\_\_  
wedotranslation inc.

Business #: 83227 6166

Per:

Authorized Signing Officer

Partner : \_\_\_\_\_

The Client.

Principal (Type Name): \_\_\_\_\_

Business or corporation # \_\_\_\_\_

Title: \_\_\_\_\_.

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

X \_\_\_\_\_