

APPENDIX 1 - MUTUAL NON-DISCLOSURE AGREEMENT

PARTIES

(), a private company with limited liability according to the laws of the Netherlands, having its registered offices at xxxxxxxxxxxxxxxxxxxxxxxxxxxx, (hereinafter referred to as xxxxxx).

and

ACCENTUA, a private limited liability company incorporated according to the laws of The United Kingdom, having satellite offices in **Amsterdam at Van Oldenbarneveldstraat 92hs, ("the Recipient")**.

IN CONSIDERATION of xxxxxx disclosing to the Recipient certain confidential information for certain specific business purposes **IT IS HEREBY AGREED** as follows:

"Confidential Information" shall mean all information disclosed to or otherwise obtained by the Recipient in connection with the provision of **Managed Language Services / Translation Services** (whether disclosed or obtained orally, by demonstration or otherwise) which by its nature is clearly confidential whether or not that information is marked or designated as confidential or proprietary, but excluding any portion of the information concerned where the Recipient can satisfactorily demonstrate that the information concerned:

- (a) is or has become publicly known otherwise than as a result of a breach of this agreement; or
- (b) is lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or
- (c) is independently developed by the Recipient without access to or knowledge or use of such information.

"Business Purpose" shall mean the purpose referred to, discussed or evident from the correspondence and negotiations between xxxxxx and the Recipient.

The Recipient acknowledges that the Confidential Information includes commercial assets of considerable value to xxxxxx and the Recipient undertakes:

- (a) to treat all the Confidential Information as confidential;
- (b) not without xxxxxx prior written consent in each case to communicate or disclose any part of the Confidential Information to any person except:
 - I. those employees of the Recipient and third party associates engaged by the Recipient on a need-to-know basis who are directly concerned with the Business Purpose and are under obligations of confidentiality to the Recipient;
 - II. the Recipient's auditors and professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Recipient;
 - III. where the Recipient is ordered by a court of competent jurisdiction to do so or there is a statutory obligation to do so, provided that, where possible, the Recipient shall first inform xxxxxx in writing before any disclosure under such order or obligation is made and in any event shall inform xxxxxx as soon as possible thereafter;
 - IV. to third parties engaged by the Recipient who are directly concerned with the Business Purpose and who have been expressly authorized by the signing of the Service Level Agreement.
- (c) To ensure that all persons and bodies mentioned in paragraph (b) above are made aware, prior to the disclosure of the Confidential Information, of the confidential nature thereof, that they owe a duty of confidence to xxxxxx and agree to hold the Confidential Information in confidence, and to use all reasonable endeavors to ensure that such persons and bodies comply with such obligations;
- (d) not to use the Confidential Information for any purpose other than the Business Purpose;
- (e) to effect and maintain adequate security measures to safeguard the Confidential Information from unauthorized access, use and/or misappropriation;

(f) to notify xxxxxx promptly of any unauthorized use, copying or disclosure of the Confidential Information of which the Recipient becomes aware and to provide all reasonable assistance to xxxxxx to terminate such unauthorized use and/or disclosure.

Nothing contained in this Agreement shall be construed as granting to or conferring on the Recipient any rights by license or otherwise, expressly or impliedly, in xxxx intellectual property or the Confidential Information. All material provided by xxxx which contains the Confidential Information shall be and remains the property of xxx and shall not be reproduced in whole or part without xxx express written consent save to the extent necessary for the fulfillment of the Business Purpose.

On receipt of a written request from xxxx the Recipient shall promptly deliver up to xxxx or destroy (at xxxxxx option) all materials supplied by xxxxxxxx incorporating any Confidential Information, including all copies thereof, and destroy or erase any Confidential Information contained in any materials prepared by or on behalf of the Recipient or recorded in any memory device.

The Recipient shall not make nor permit others to make any reference to the Agreement or its subject matter nor use the name of xxxx in any public announcements, promotional, marketing or sales materials or efforts without the prior written consent of xxxx

xxxx shall bear no responsibility whatsoever for the completeness or accuracy of the Confidential Information.

The Recipient shall indemnify to a level no greater than an equal value as delivered in turnover by the contract and keep xxxxx indemnified to the same level in respect of all losses, damages, claims and expenses of whatsoever nature arising out of or in connection with any wrongful disclosure or misuse of the Confidential Information without prejudice to any other rights or remedies including without limitation injunctive or other equitable relief.

If any part of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of the Agreement shall not be affected.

Nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name, class, and description or otherwise) or any right to enforce any term of this Agreement.

The confidentiality obligations set forth in this Agreement shall terminate 5 years from the date of this Agreement.

This Agreement shall be governed by the laws of the United Kingdom.

**Read and agreed on behalf of
xxxxx**

**Read and agreed on behalf of
Accentua**

Signature:

Signature:

**Name:
xxxxxxx**

**Name:
Mr M. Feddema**

**Position:
xxxxxxx**

**Position:
Director**

Date: _____

Date: _____

**A duly authorized representative of
xxxxxxx**

**A duly authorized representative of
Accentua**