

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made and effective on _____

BETWEEN: **Lexicon Center Ltd.** (the "Receiving Party") with its office located at:

AND: _____ (the "Disclosing Party") with its office located at:

WHEREAS, Receiving Party will be engaged in the performance of work on translating Disclosing Party's documents; and

WHEREAS, Receiving Party and Disclosing Party wish to evidence by this Agreement the manner in which confidential information will be treated.

NOW, THEREFORE, it is agreed as follows:

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Disclosing Party agrees that the Receiving Party may be given access to the confidential information of the Disclosing Party. For the purposes of this Agreement, "Confidential information" means all information which may come to the Receiving Party's notice about and in connection with the Disclosing Party, its clients and activities. Such information includes texts, translations and all business, financial, technical, and other information marked or designated by the Disclosing Party as "confidential". Confidential information also includes information which, by the nature of circumstances surrounding the disclosure, ought in good faith to be treated as confidential. For the purposes of this Agreement, Confidential information does not include:

- Information that is currently in the public domain or that enters the public domain after the signing of this Agreement.
- Information lawfully received from a third Party without restriction on disclosure and without breach of a non-disclosure obligation.
- Information that the Receiving Party knew prior to receiving any Confidential information from the Disclosing Party.

The Receiving Party will not disclose (other than in the assigned duties to reliable employees under secrecy obligation) or use any Confidential information disclosed to it by the Disclosing Party except when expressly permitted in writing by the Disclosing Party. The Receiving Party will take all reasonable measures to maintain the confidentiality of all Confidential information.

2. TERM

The term of this Agreement is 2 (two) years from the date of execution by both Parties.

3. TITLE

The Receiving Party agrees that all Confidential information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party.

4. INJUNCTIVE RELIEF

The Receiving Party acknowledges that the use or disclosure of the Confidential information in a manner inconsistent with this Agreement will cause the Disclosing Party irreparable damage, and that the Disclosing Party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

5. MODIFICATIONS

No modification of this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LEXICON CENTER LTD.

DISCLOSING PARTY

Authorized signature

Authorized signature

Name and Title

Name and Title