

INDEPENDENT CONTRACTOR NON-DISCLOSURE AGREEMENT

- A.** Apex-Translations, Inc. is subsequently referred to herein as "Company."
- B.** Independent Contractor is subsequently referred to as "Contractor".
- C.** Independent Contractor Non-Disclosure Agreement is subsequently referred to herein as "Agreement."
- D.** Contractor agrees that all knowledge and information that Contractor may receive from Company or from its employees, by virtue of the performance of translation services and/or proofreading services and/or editing services and/or DTP or formatting services and/or similar services pursuant to this Agreement, shall for all time and for all purposes be regarded by Contractor as strictly confidential and held by Contractor in confidence, and solely for Company's benefit and use, and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person whatsoever except to Company or with Company's prior written permission. Contractor realizes that such confidential and proprietary information may be owned by Company's clients and that Company itself may be under non-disclosure obligation for such information with its clients. All such confidential and proprietary information, including all copies of such information, and any other information not specifically designated by Company for release to the public that may come into the possession of Contractor during the course of his/her employment, including all copies of such information, shall be delivered to Company when requested to do so by Company without making or retaining copies or excerpts of such information.
- E.** Company and Independent Contractor stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of Company, and its goodwill, and that any breach of the terms of Section D of this Agreement is a material breach of this Agreement.
- F.** If Contractor breaches Section D of this Agreement, Company shall be entitled, among other remedies, to injunctive relief prohibiting Contractor from disclosing such information.

- G.** By accepting work from the Company the Contractor accepts and agrees to be bound by the terms of this Agreement.