

INDEPENDENT CONTRACTOR NON-DISCLOSURE AGREEMENT

- A.** Apex-Translations, Inc. is subsequently referred to herein as "Company."
- B.** Name and address of independent contractor (please print your full name and mailing address by hand and in caps):

This independent contractor is subsequently referred to herein as "Independent Contractor."

- C.** Independent Contractor Non-Disclosure Agreement is subsequently referred to herein as "Agreement."
- D.** Independent Contractor agrees that all knowledge and information that Independent 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 serves pursuant to this Agreement, shall for all time and for all purposes be regarded by Independent Contractor as strictly confidential and held by Independent Contractor in confidence, and solely for Company's benefit and use, and shall not be used by Independent Contractor or directly or indirectly disclosed by Independent Contractor to any person whatsoever except to Company or with Company's prior written permission. Independent 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 Independent 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 Independent Contractor breaches Section D of this Agreement, Company shall be entitled, among other remedies, to injunctive relief prohibiting Independent Contractor from disclosing such information.
- G.** By signing this document the Independent Contractor accepts and agrees to be bound by the terms of this Agreement.

Signature: _____

Date: _____