

## CONFIDENTIALITY AGREEMENT

between

eurocom Translation Services GmbH  
Landstrasser Hauptstrasse 99-101, Top B3A  
1030 Vienna  
Austria

as well as all its subsidiary companies

- hereinafter referred to as "**eurocom**" -

and

Name:

Address:

- hereinafter referred to as "**partner**" -

**eurocom** is in possession of information, specific technical expertise, as well as experiences, data and suchlike, which are not generally available and which are of a confidential nature (hereinafter referred to as "Confidential Information"), which **eurocom** in turn has received from private individuals, companies, scientific establishments, etc. (hereinafter referred to as the "customer").

**eurocom** provides the **partner** with the Confidential Information in the form of written documents (texts, reports, plans, drawings, correspondence, e-mails, files etc.) or makes the Confidential Information available to the **partner** by other means for the purpose of carrying out translation work.

Both contract parties are in agreement and aware that non-disclosure and the protection of the Confidential Information is of the utmost importance, indispensable and absolutely essential for the customer and **eurocom** in order to maintain the value and goodwill of both the customer as well as **eurocom**.

In this respect the parties agree the following:

## 1. Non-disclosure

1.1 The **partner** shall not disclose any Confidential Information including all documents and objects made available to him by **eurocom** to third parties and shall safeguard against the disclosure of such material to third parties. Any disclosure is permissible only with the express prior written consent of **eurocom**. In particular the **partner** shall neither indirectly nor directly commercially exploit the Confidential Information, or generally use it for purposes which are not connected with the relevant translation order without the express prior written consent of **eurocom**.

The regulations contained in this agreement shall remain in force irrespective of the form in which the Confidential Information is presented (whether it be in writing, via electronic data transfer, orally or by any other means).

1.2 The **partner** shall ensure that his own employees to whom the Confidential Information has been made available in the course of their professional duties are likewise obliged to maintain confidentiality, and indeed even beyond termination of the employment relationship in question. The **partner** undertakes to provide the Confidential Information only to those employees for whom it is indispensable within the context of the particular translation order.

1.3 The documents, files, etc. which contain Confidential Information must be held securely by the **partner** and protected as far as possible from access by unauthorised third parties in line with the current state of the art. Duplication or other reproduction (including extracts) is not permitted without the prior written consent of **eurocom**. Notification of any loss of the Confidential Information must be made immediately in writing.

- 1.4 If it is necessary to disclose the Confidential Information or any parts thereof (including copies) to third parties who are not employed by the **partner** in order to fulfil contractual obligations, the **partner** shall in turn ensure that this third party recipient of information signs a confidentiality agreement in line with this agreement.
- 1.5 The **partner** shall provide an express assurance not to contact the customer whether it be directly or via third parties (including his employees, representatives or similar such persons) without prior written agreement from **eurocom**, once **eurocom** has made the customer known to him and provided him with the Confidential Information.
- 1.6 The **partner's** obligation as specified under Art. 1 in respect of non-disclosure shall remain applicable up to 7 years after the cooperation ends and shall come into force on the date of the signing of the confidentiality agreement. The obligation also refers, however, to all Confidential Information which the **partner** has received before the signing of the confidentiality agreement.

## 2. Exceptions

Exceptions to this confidentiality agreement are as follows:

- information and documents which are in the public domain or which are to enter the public domain without infringement of this confidentiality agreement;
- information and documents which the **partner** demonstrably did not receive from **eurocom** before the conclusion of this contract.
- information and documents which the **partner** received after the conclusion of this contract from a third party to the extent that this party in turn is not in breach of a confidentiality agreement, and

- information and documents, the disclosure of which is inevitable on account of mandatory legislative provisions or on the basis of official orders.

The burden of proof for the existence of an exception stated in Article 2. shall lie with the **partner** in the event that he makes reference to the existence of such exception.

### 3. Return of the Confidential Information

(a) Upon written request from **eurocom**, or (b) if the contractual collaboration between the parties is terminated, or expires, the **partner** is obliged to return immediately on demand all Confidential Information including copies made and other duplications to **eurocom** with a guarantee of completeness. Stored files are to be deleted on request. There is no right of retention.

### 4. Consequences of breach of contract

4.1 The **partner** is aware that any breach of obligations and assurances under this confidentiality agreement shall render him liable to pay compensation for damages and prosecution may also follow. He has read the above declaration before signing it and is in express agreement with it.

4.2 The parties agree that a breach of the obligations contained in this confidentiality agreement could cause irreparable damage to **eurocom**, for which the law does not provide sufficient legal protection. For this reason **eurocom** is expressly entitled in the event of an existing or impending breach of one or more obligations contained in this agreement, to assert - in addition to existing legal means in law or jurisdiction - its claims to adherence to these obligations, also in the framework of a preliminary injunction.

**5. Miscellaneous**

- 5.1 If one or more of these contractual stipulations is or becomes ineffective, the validity of the remaining contractual regulations shall not be affected by this. On the contrary, a legally permissible regulation shall take the place of the non-permissible regulation which most closely resembles the intent of the contracting parties in consideration of the commercial aspects. Accordingly this shall also apply in the event of a contractual deficit.
  
- 5.2 All modifications and additions to this confidentiality agreement must be made in writing and signed by both parties. This shall also apply to an agreement that the written form should not apply in certain cases.
  
- 5.3 Any transfer whatsoever of rights and responsibilities arising from or occurring within the context of this agreement on the part of the **partner** requires the express prior written agreement of **eurocom**.
  
- 5.4 Austrian law shall apply exclusively. It is agreed that the sole place of jurisdiction for all disputes arising from or within the context of this agreement shall be Vienna.

Vienna, dated \_\_\_\_\_, dated \_\_\_\_\_

For **eurocom**:

For the **partner**:

\_\_\_\_\_  
Name: Anita Wilson  
Position: Managing Director

\_\_\_\_\_  
Name:  
Position: