

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is made by and between:

- a) RWS Group Limited with registered address at Europa House, Chiltern Park, Chiltern Hill, Chalfont St Peter, SL9 9FG, United Kingdom on behalf of itself and its Affiliates ("**RWS**") and
- b) Vendor – defined by profile details in the RWS's Vendor Management System ("**Vendor**") (each, a "**Party**", and together, the "**Parties**").

and is effective as of the date the Agreement was accepted by the Vendor in the Vendor Management System (hereinafter "**Effective Date**").

The Parties enter this Agreement for the purposes of establishing business relationship between the Parties and provision of services by Vendor to RWS under RWS Terms and Conditions for Vendors, each Party ("**Discloser**") may be disclosing Confidential Information (as defined below) to the other Party ("**Recipient**").

In consideration of the mutual covenants contained herein, the Parties agree as follows:

**1. Definition of Confidential Information.** "**Confidential Information**" means any information, in whatever form or medium of Discloser or its Affiliates furnished or otherwise made available to Recipient that Discloser designates as being confidential to the Receiver or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiver (including, without limitation, any data, information, materials or knowledge regarding RWS, its clients, respective businesses, financial condition, programming techniques, customers, suppliers, technology or research and development, all trade secrets, know-how, intellectual property rights, processes, procedures, formulas, techniques, software programs and documentations, research, services, data files, products, technical data or specifications, drawings, business or financial information), together with all analyses, compilations, reports, memoranda, notes and other written or electronic materials which contain, reflect or are based, in whole or in part, upon such information either directly or indirectly in written, oral, or electronic form. Confidential Information shall be deemed to include the existence of this Agreement and the fact that Recipient is meeting with or receiving information from Discloser. For purposes of this Agreement, with respect to a Party, "**Affiliate**" means any entity (a) that directly or indirectly controls, is controlled by, or is under common control with a Party under this Agreement, where "**control**" means ownership of more than fifty percent (50%) of the securities or voting power of the subject entity, and in the context of any other business entity, shall mean the right to exercise similar management and control of such entity, or (b) which is controlled, directly or indirectly, by the ultimate parent company..

**2. Exclusions.** Confidential Information does not include information that: (a) was in Recipient's possession prior to the time of disclosure by Discloser as evidenced in writing, (b) is available or becomes generally available to the public other than through a breach of this Agreement by Recipient, (c) is acquired or received from a third party free to make such disclosure without breach of any legal or contractual obligation, (d) is independently developed by Recipient without breach of this Agreement or (e) is required to be disclosed by the operation of law to a government or regulatory body, provided that, the Recipient shall undertake reasonable efforts to provide the Discloser with prompt notice of such requirement prior to the disclosure so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.

**3. Use and Disclosure.** Recipient agrees that it shall: (a) use the same degree of care with respect to nondisclosure of the Discloser's Confidential Information as Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, (b) not disclose any of Discloser's Confidential Information to any third party other than the Recipient's Affiliates and the directors, officers, employees, contractors, consultants and agents of the Recipient and its Affiliates who have a need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality substantially similar to those in this Agreement (collectively, "**Representatives**"), without the prior written consent of the Discloser, such consent not to be unreasonably withheld or delayed, (c) use Confidential Information only to the extent necessary in connection with the Purpose and not otherwise for its own gain or benefit, and (d) not reverse engineer, decompile or disassemble any software disclosed by Discloser to Recipient under terms of this Agreement, except as expressly permitted by applicable law. If Recipient is required to disclose Confidential Information pursuant to any applicable law, regulation, court order or document discovery request, then Recipient must give Discloser prompt written notice of such requirement. Neither Party shall make any copies of the Confidential Information of the other Party unless it is deemed necessary for the Purpose. All copies shall be designated as "proprietary" or "confidential". Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

**4. Term.** This Agreement will commence on the Effective Date and continue for a period of a) two (2) years thereafter or b) in case of acceptance of RWS Terms and Conditions for Vendors by Vendor, term of hereof, unless earlier terminated by either Party in writing. Notwithstanding any expiration or termination of

this Agreement, all use and nondisclosure obligations of Recipient under this Agreement shall survive for a period of three (3) years from the date of disclosure.

**5. Warranty: Limits of Liability.** Discloser represents and warrants that it has the right to make the disclosures contemplated by this Agreement without violating any applicable law or regulation or any legally enforceable agreement to which it is a party. EXCEPT AS OTHERWISE SET FORTH HEREIN, ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. Neither Discloser nor its Affiliates make any representation or warranty (express or implied) as to the accuracy or completeness of the Confidential Information. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6. Rights.** Confidential Information is and will remain the sole and exclusive property of Discloser. Nothing in this Agreement is intended to grant any intellectual property rights, including, without limitation, rights to patents, trademarks, copyrights or trade secrets or any implied license, to Recipient.

**7. No Agency.** This Agreement does not create any agency or partnership relationship between the Parties and shall not constitute or imply any promise to enter into any business arrangement by either Party or its respective Affiliates. Each Party agrees that no contract or agreement providing for a transaction between the Parties exists until a definitive agreement has been executed by duly authorized representatives of each Party. The provision of any Confidential Information by either Party hereunder does not represent a commitment by either Party to enter into any business commitment with the other or with any other entity, nor does it oblige either Party to continue to supply the other with Confidential Information. If the Parties do desire to pursue any business opportunities then they will execute a separate written agreement setting out the terms thereof.

**8. Return of Information.** Upon the written request of the Discloser, and in the event at the termination of this Agreement, all Confidential Information and any copies thereof made by Recipient will be destroyed or deleted or at Discloser's written request, promptly returned to Discloser. Notwithstanding the foregoing, the Recipient shall not be required to expunge from its records internally generated documents (including electronic copies) containing Confidential Information which the Recipient is required to retain by any applicable law or regulation or by any competent judicial, governmental, supervisory or regulatory body, provided that the Recipient shall continue to hold any Confidential Information so retained subject to the terms of this Agreement and the information to be retained thereunder shall be shared with the Discloser, in writing.

**9. Non Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided, however, that neither Party may assign its rights or obligations hereunder to any person or entity without the prior written consent of the other Party which shall not be unreasonably withheld.

**10. Equitable Relief.** Recipient acknowledges and agrees that any unauthorized disclosure or other violation, or threatened violation of this Agreement, by Recipient may cause irreparable damage to Discloser. Accordingly, Discloser will be entitled to seek an injunction prohibiting Recipient from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security, in addition to any other available remedies.

**11. Export.** The Parties agree to comply with all applicable laws that apply to (i) any Confidential Information, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information, including the U.S. Export Administration Regulations, as well as end-user, and end-use and designation restrictions issued by U.S. and other governments.

**12. Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales, without reference to conflict of laws principles. The Parties consent to the jurisdiction of the competent English courts. The Vienna Convention on the International Sale of Goods of 11 April 1980 shall not be applicable to this Agreement.

**13. Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the subject matter provided for herein and supersedes any and all other prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or in writing, by any of the Parties or by any officer, employee or Representative of any Party with respect to such subject matter. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect. The failure or delay by a Party to enforce its rights hereunder shall not be deemed a subsequent waiver of that right or to waive enforcement of any other term or right. This Agreement may not be amended or modified except by a writing signed by both Parties hereto. The headings of the sections of this Agreement are inserted for convenience only, and shall not be deemed to constitute a part of this Agreement.



Vendor agrees to be bound by this Agreement by clicking on "I accept" button on RWS Vendor web-based profile. Vendor may also conclude this Agreement by signing them manually or electronically. The person accepting or signing this Agreement certifies (i) that he or she has authority to contractually bind Vendor to this Agreement, and (ii) that in the event that Vendor elects to accept or sign this Agreement electronically, Vendor's policies do not prohibit the acceptance and execution of terms and conditions in electronic form.