

Confidentiality agreement

Between:

1. **bvba GLOBAL LINGUA SERVICES**, with registered office in Brussels, Louizalaan 500, b 5, registered in the crossroads bank for Enterprises under number BE 0889.361.821, acting in its own name, and in name and for the account of traders, businesses, partners, joint ventures, subcontractors, translators and interpreters, and any relationship in and with which it has any (common) interest, directly or indirectly. Hereinafter referred to as **GLS** Hereby represented by Michael Descamps, manager.

And:

2.

Hereinafter referred to as **the customer**
Hereby represented by

Hereinafter jointly referred to as "the Parties", or separately as a Party;

WHEREAS

1. the customer has the intention of entrusting GLS with translations and/or interpretation assignments (hereinafter referred to as: the contract) with the stipulation that the contents thereof remain strictly confidential, without any reservations, and in accordance with the terms to be established either ad hoc or within the purview of a framework agreement.
2. GLS declares that it can guarantee the finest quality translations and/or interpretation assignments by professional translators and interpreters (hereinafter referred to as: the subcontractors), all while maintaining absolute confidentiality.

THE FOLLOWING HAS BEEN AGREED

ARTICLE 1 – CONFIDENTIALITY

GLS commits to treating confidentially any information communicated by the customer, to never divulging this information to third parties, and to never utilizing this information for any means other than those required for the execution of the contract, and to only submitting to its employees, delegates, representatives, counsels and subcontractors information which is strictly required for the execution of the contract, regardless of the form in which and the reason for which this information was communicated (hereinafter referred to as: the information). However; the present agreement shall not apply to the following information:

1. Information which can be shown to have already been publicly known at the time the present agreement was signed, or which was publicized in any way other than

by breach of any commitment contained in the present agreement by any of the Parties;

2. Information which was legally obtained by a third Party or which was legally divulged to a third Party by any source other than GLS;
3. Information for which publication is obligated by law or is imposed by any legal decision or by any other authority, regardless of its nature.

ARTICLE 2 – DURATION
GLS' commitment shall enter into force at the time the present agreement is signed, and shall remain in force for a period of five years.

ARTICLE 3 - SCOPE
GLS commits to treating the Information as confidential and to not publicly divulging, copying, reproducing or distributing the information to any third parties, regardless of the manner in which this is effectuated, without the express, written and prior consent of the Customer, with the exception of communication of Information to the subcontractors, translators and interpreters which is required and/or useful for the execution of the Contract.

GLS guarantees that these commitments shall also apply to and be respected by the managers, directors, staff members, representatives, delegates, accountants, counsels and assistants.

ARTICLE 4 - RETURN

As soon as the Contract has been executed, GLS shall (a) immediately return to the Customer, upon his request, all submitted information in its original form, and (b) remove this information entirely from every computer, word processor, database or similar appliance or software which holds this information. In the latter case, the destruction and removal shall be confirmed to the Customer.

ARTICLE 5 - SANCTIONS
Any infraction of the present Contract shall entitle the Customer, as the victim of this infraction, to immediately terminate the Contract and claim compensation for any damage which may directly or indirectly result from this infraction.

ARTICLE 6 - APPLICABLE LAW - JURISDICTION
The present Contract is governed by Belgian law. Any dispute which may result from or be in connection with the present Contract shall be subject to the decision of the competent court of the judicial arrondissement of Brussels. All legal proceedings shall be held in French.

Written up in 2 copies, of which each Party declares to have received one copy, in Brussels on / /20

GLS

The Customer

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