

NON-DISCLOSURE CONDITIONS

BETWEEN

- (1) **CS Global Group**, an unincorporated entity headquartered at 170 Howland Ave., Toronto, ON, Canada, M5R 3B6; and
- (2) **You**, the subscriber or purchaser of English language services from CS Global Group.

hereinafter referred to individually as the “**Party**” or collectively as “**the Parties**”.

BACKGROUND

The Parties wish to consider sharing information relating to the conversations and exchanges of documents for the purpose of English language document review, revision and origination (the “**Projects**”). The discussions anticipated in this paragraph (and all related and incidental steps) are referred to together in this Agreement as the “**Permitted Purpose**”. In consideration of the benefits to the Parties of the disclosure of Confidential Information (as defined below), the Parties have agreed and undertake to comply with the following terms in connection with the use and disclosure of Confidential Information.

AGREED TERMS

For the purposes of this Agreement “**Confidential Information**” means information and material of whatever nature relating to the Parties and/or the Projects and/or the Parties’ business, which is obtained by the other Party or any of the other Parties’ directors, group companies, officers, employees or advisers.

1. Obligation of confidentiality
 - (a) the Parties will use the Confidential Information only for the Permitted Purpose and, in particular, the Parties will not use any of the Confidential Information for any other commercial purposes;
 - (b) each Party will not (directly or indirectly) at any time, without the other Party’s prior written consent, disclose, reveal or permit access to the Confidential Information, in whole or in part, to any person other than to such of its directors, group companies, employees or advisers who need to know such information for the Permitted Purpose (the “**Designated Persons**”). The Parties will ensure that each individual or company to whom such disclosure is to be made is first made aware of and complies with the terms of this Agreement as if they were a party to it. The Parties shall further be entitled to disclose the Confidential Information to any proposed provider of financing or any contractual counterparty required for Permitted Purpose provided (i) such person has entered into a confidentiality agreement on terms similar to this Agreement or are otherwise subject to an obligation of confidentiality to the Party disclosing the information and (ii) the disclosing Party notifies the other Party in writing of the identity of the proposed person to whom disclosure is being made, prior to making any such disclosure;

- (c) each Party agrees to treat and safeguard as private and confidential, to the same level as it maintains its own confidential information, all Confidential Information received by it or its Designated Persons at any time (whether received before or after the date of this Agreement);
 - (d) except as required by Province of Ontario, Canada, regulatory provisions, or other applicable regulatory requirements, the Parties will not make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of the existence of, or nature of, the Permitted Purpose prior to the execution of a formal agreement, without the other Party's prior written consent.
2. The confidentiality obligations and undertakings set out in this Agreement do not apply to:
- (a) Confidential Information which now is in, or later comes into, the public domain otherwise than by reason of a breach of this Agreement or the failure of the Parties' employees, directors, group companies, agents or advisers to adhere to its terms; or
 - (b) the disclosure of any Confidential Information which is required by law, Province of Ontario regulatory provisions, or the rules of any regulatory organisation provided that if a Party, their agents, advisers, or employees become (or it is reasonably likely that they shall become) legally compelled to disclose any Confidential Information, prompt notice of such fact shall be given to the other Party prior to making any disclosure so that the other Party may seek an appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Party obliged to make the disclosure shall (and shall procure that their employees, agents and advisers shall) fully co-operate with the other Party if they elect to challenge the validity of such requirement and/or take such steps as that Party may reasonably require to avoid or limit such disclosure.
3. Each Party confirms that they will be responsible for any costs incurred by it or its employees, directors, group companies, agents or advisers in connection with this Agreement.
4. Within seven days' written notice from the disclosing Party, the receiving Party shall return or destroy any Confidential Information provided to them in a written or other permanent form together with any copies thereof and, to the extent possible, destroy all other Confidential Information in their possession (although one copy may be retained in each case for record keeping/audit purposes only). In the event of destruction the receiving Party shall certify in writing to the disclosing Party (by way of statutory declaration if required) that such destruction has been accomplished.
5. The Parties acknowledge and agree that their obligations under this Agreement shall terminate on the date falling two years after the date of this Agreement.
6. The Parties acknowledge that no warranty or representation is given or implied as to the accuracy, suitability or completeness of any Confidential Information supplied.

7. Confidential Information supplied or disclosed by either Party shall remain the sole and exclusive property of the disclosing Party and this Agreement shall not operate to transfer ownership of the Confidential Information to the other Party.
8. This Agreement is not intended to be nor shall it be construed as constituting an offer by or creating any obligation on either Party to enter into any agreement or the Permitted Purpose.
9. The rights, powers and remedies provided by this Agreement are cumulative and do not exclude any rights, powers or remedies provided by law or by any other document other than this Agreement. No provisions in this Agreement excluding or limiting liability shall operate in favour of any person guilty of fraud.
10. The Parties acknowledge that damages may not be an adequate remedy for any breach of this Agreement in view of the difficulty in placing a monetary value on the Confidential Information or the effect of its unauthorised disclosure and therefore nothing in this Agreement shall prevent either party from seeking injunctive relief in the Province of Ontario.
11. The Parties do not intend that any term of this Agreement should be enforceable by any person who is not a Party.
12. This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with Ontario, Canada, law and the Parties agree that the courts of Ontario shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement or its subject matter.