

# **NON-DISCLOSURE AGREEMENT**

This Agreement ("Agreement") is made as of \_\_\_\_\_ (Date) by and between Wallace Consultants (華樂絲語文顧問有限公司) ("Wallace") and \_\_\_\_\_ ("Recipient").

The Recipient is an employee of Wallace or an independent contractor engaged by Wallace, and provides editing, translation or administrative services for Wallace. To protect the Confidential Information (as defined below), the parties agree as follows:

## Section 1 Confidentiality

- 1.1 The Recipient hereby agrees that, any and all (a) business secrets or confidential information possessed or owned by Wallace, or (b) confidential or proprietary information to which Wallace is bound by contractual or statutory confidentiality obligations, received, learned, or possessed by Recipient (i) during or after the Recipient's employment at Wallace if Recipient is an employee of Wallace, or (ii) during Recipient's services whatsoever to Wallace ("Confidential Information," as also defined in sub-section 3 below), shall be kept and safeguarded in strict confidence. The Recipient shall exercise due care and diligence of a bona fide administrator, and shall take adequate measures to maintain the confidentiality of Confidential Information. The Recipient shall not, for his/her own interest nor for any third party's interest, (a) copy, reproduce, possess, or otherwise make use of the Confidential Information, (b) disclose, disseminate, or deliver the Confidential Information to any third party, or by other means make the Confidential Information known by or used by any third party, or (c) release or publish the Confidential Information. Recipient shall not bring any property, whether tangible or intangible, containing the Confidential Information out of Wallace's premises without Wallace's prior consent.
- 1.2 Recipient shall not probe or secure any Confidential Information which the Recipient is not permitted to know in his/her job duties for Wallace. Recipient is authorized to use the Confidential Information only for editing, translation or administrative services (as instructed by Wallace from time to time). In addition, such authorization is valid only during Recipient's employment or engagement with Wallace.
- 1.3 Confidential Information shall mean (i) any and all information possessed or owned by Wallace with the intent to keep such information confidential and to protect its business interest in such information, including, but not limited to, any creation, invention, collection, or development by Recipient during his/her employment or engagement with Wallace, (ii) any material or data which is marked as "Confidential," "Proprietary," "Limited Access" or with comparable legend or (iii) any and all business, management, financial, technical, manufacturing, or sales information which is not lawfully disclosed, including, but not limited to, methods, technology, procedures, formulas, design, know-how, intellectual properties, sales plans, supplier lists, customer lists, business plans, books, cost structures and related information, price, pricing policy, personnel information, accounting, financial information and other information for research, production, management, operation, sales or finance. Recipient acknowledges and agrees that any information provided by Wallace to Recipient for editing, translation or administrative services is Confidential Information of Wallace, and Recipient commits to apply extra strict measures to safeguard the confidentiality of such Confidential Information.

- 1.4 Confidential Information includes any information disclosed verbally, in writing, tangibly, intangibly, or by documentation, data or electronic media.
- 1.5 Recipient shall notify Wallace immediately upon discovery of any unauthorized disclosure, delivery, or use of Confidential Information. Any failure to notify Wallace pursuant to this sub-section is a breach of this Agreement.
- 1.6 Recipient acknowledges and agrees that any media (including copies and duplicate thereof) containing Confidential Information, whether disclosed in writing or otherwise, shall be exclusively owned by Wallace. Recipient covenants to immediately return the foregoing media, and all correspondence, records, tapes, discs, transcription, duplicate, photocopies or other document in association with Recipient's employment or engagement, to Wallace or to any party designated by Wallace upon the termination of the employment or engagement, or upon the request of Wallace at anytime. Recipient shall not copy or otherwise keep the Confidential Information.

Section 2 Indemnification.

In case of any Recipient's breach of this Agreement, Recipient shall indemnify Wallace for any and all damage and expenses of Wallace so incurred, including, without limitation, the damages claimed by a third party, attorney fees and court costs. Recipient shall assist Wallace, at Wallace's request, in the defense of claim against Wallace, and provide other assistance desirable to Wallace.

Section 3 Governing Law and Jurisdiction.

Any disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the Hsinchu District Court in Taiwan, R.O.C. This Agreement will be governed in all aspects by the laws of Taiwan, R.O.C., without regard to or application of conflicts of law rules or principles.

<p>Wallace Consultants</p> <p>Signed by: _____</p> <p>Address: 3F., No.180, Chang'an W. Rd., Datong Dist., Taipei City 103, Taiwan (R.O.C.) Tel: 02-2555-5830</p> <p>Company ID No.: 28499155</p>	<p>Company/Personal Name:</p> <p>Signed by: _____</p> <p>Address:</p> <p>Tel:</p> <p>Company/personal ID No:</p>
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