



NON DISCLOSURE AGREEMENT

In order to protect certain confidential information and the "Participant" identified as Universal Translation Services, agree as follows:

1. Protection of Information: Each item of information disclosed by a party ("Discloser") and identified as confidential according to paragraph 3 ("Confidential Information") shall be held in confidence by the Recipient ("Recipient") and used only for the purpose (s) stated below until five (5) years after such disclosure. The Recipient may only disclose Confidential Information to its employees and contractors who need to know such information to perform their work in connection with the Purpose and who have previously agreed to be bound by terms and conditions substantially similar to those of this Agreement.
2. Standard of Care: Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its confidential information of a like nature to prevent any unauthorized use, dissemination, or publication of the Confidential Information.
3. Identification: Recipient's obligations shall extend only to Confidential Information described below, that either (i) is marked as confidential at the time of disclosure; (ii) is not identified as confidential at the time of disclosure but is designated as confidential in a written memorandum sent to Recipient's primary representative listed below within thirty (30) days of disclosure summarizing the confidential information sufficiently for identification; (iii) the Recipient knows or should know of its confidential nature; or (iv) is a software program or related documentation, in whatever form, whether or not marked as confidential. The Recipient shall have the burden of proving the non-confidential nature of such information. In the event of a dispute, Discloser shall have the burden of proving the confidential nature of information subject to this clause 3.
4. Exclusions: This Agreement imposes no obligation upon Recipient concerning information that: (i) was in Recipient's possession before receipt from Discloser; (ii) is or becomes a matter of public knowledge through no fault of Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; (iv) is independently developed by Recipient; (v) is disclosed under the operation of law, provided that Recipient gives Discloser prompt notice of such requirement to disclose and reasonable assistance in limiting the scope of disclosure; (vi) is disclosed by Recipient with Discloser's prior written approval; or (vii) a public authority or court requires its disclosure.



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5. Warranty: Discloser warrants the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT; ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS. "
6. Rights: Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth below. This Agreement shall not restrict reassignment of Recipient's employees.
7. Property: All Confidential Information disclosed under this Agreement shall be and remain the property of the Discloser, and nothing contained herein shall be construed as granting or conferring any rights to such Confidential Information on the Recipient.
8. Compliance: Both parties shall adhere to all applicable laws, regulations, and rules relating to the export of technical data and shall not export or re-export any technical data, any products received from Discloser, or the direct consequence of such technical data to any proscribed country listed in such applicable laws, regulations, and rules unless adequately authorized in writing by the other party.
9. General: This Agreement represents the entire understanding and Agreement of the parties and supersedes all prior communications, arrangements, and experiences relating to the subject matter hereof. All additions or modifications to this Agreement must be made in writing and signed by both parties.
10. Return: All documents and other media containing or representing Confidential Information and all copies thereof that have the Recipient shall be destroyed or returned to Discloser upon request by Discloser, and the Recipient shall provide written certification of compliance with such request.
11. Miscellaneous: This Agreement shall be governed in all respects by the laws of the USA-Florida. As applicable, each of the parties irrevocably consents to the exclusive personal jurisdiction of the courts located in the USA-Florida for any matter arguing out of or relating to this Agreement.
12. Indemnity: The Recipient acknowledges that a breach of this Agreement by the Recipient could result in significant liability, claim, damage, loss, penalty, cost, or expense (including, without limitation, reasonable attorney's fees and expenses of appeal) (from now on together referred to as "Losses") to the Discloser. The Recipient agrees to indemnify and hold the Discloser harmless and indemnified from and against any Losses arising on account of disclosure of Confidential Information.



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1. Term: This Agreement shall remain in force for an unlimited time from the date of signing hereof. All disclosure of confidential information that took place before the date of signing is also covered by the terms of this agreement of the date of termination of this AgrAgreement the Parties shall continue to keep the Confidential Information confidential for a further period of 15 (fifteen) years.
2. Headings: The headings in this AgrAgreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this AgrAgreement. Severability: If any provision of this AgrAgreement all is held invalid, such invalidity shall not affect any other requirements that can reasonably be given effect without the invalid provision and, to this end, the conditions of this AgrAgreement intended to be and shall be deemed severable.
4. No Assignment: Neither party shall, without the prior written consent of the other party, assign this AgrAgreement whole or in part or delegate any right or duty hereunder to any third party, sub-agent, representative, or consultant. Any attempted assignment not having such consent shall be void and without effect.

Purpose(s) for translation services Confidential Information may be used: _____

Purpose(s) for which Participant's Confidential Information may be used: Translation Services _____

IN WITNESS of which, the parties hereto have caused this Agreement to be duly executed as of the date first set forth below.

Effective date: [], 2022

On behalf of _____
Name: _____
Address : _____

On behalf of "PARTICIPANT"
Universal Translation Services, A. Huisman
20801 Biscayne Blvd Suite 403
Aventura FL 33180 USA

Signature: _____

Signature: _____