

Confidentiality commitment

ITtranslations, ("ITT") is prepared to engage _____ ("*Linguist*") as a subcontractor to provide translation services to a client ("*Client*") of ITT. ITT and Linguist are separately memorializing the business terms of transaction, but as a condition to and inducement for ITT's agreement to subcontract to Linguist, Linguist desires to enter into this Confidentiality & Non-circumvention Commitment ("*Commitment*") to reinforce to Linguist's commitment to maintain the confidentiality of all Client information and to assure ITT of Linguist's commitment not to circumvent ITT's Client relationship.

Specifically, Linguist recognizes and understands that the source document which Linguist will be translating (the "*Source Document*") belongs to Client and that, as between ITT and Linguist, **all** of the information contained in the Source Document ("*Client Information*") is confidential and proprietary to Client. Accordingly, Linguist agrees to treat **all** Client Information as though it were in fact proprietary and confidential business information and data of Client that is not generally known by or readily ascertainable by or available to the general public (on a legal or authorized basis), without regard to whether Linguist believes that any such Client Information is already known to Linguist or to the general public.

Linguist further agrees that it, any parent, subsidiary or affiliated companies and their respective directors, officers, employees, agents, representatives and advisors (each a "*Linguist Party*") will use the Client Information **only** for the purpose of completing Linguist's translation services as a subcontractor to ITT. Linguist **will not** (and Linguist shall take full responsibility for ensuring that all Linguist Parties do not) in any way otherwise disclose, communicate, transfer or use any Client Information at any time. Linguist **also will not** trade any securities of Client based on any Client Information. Linguist will promptly return to ITT all Client Information, together with all copies, extracts or summaries thereof, within 5 days following the written request of ITT, by personal delivery or by reputable international courier properly addressed to ITT.

If Linguist becomes subject to a subpoena or other legal requirement to disclose any Client Information, it will provide ITT with prompt notice so that ITT or Client may seek a protective order or other appropriate remedy. If such protective order or other remedy is denied or otherwise not obtained, Linguist shall furnish only that portion of the Client Information which is, in the reasonable opinion of its counsel, legally compelled, and will cooperate with ITT and Client (and their counsel) to enable ITT or Client to attempt to obtain a protective order or other assurance that confidential treatment will be accorded the Client Information to be disclosed.

Linguist acknowledges that Client is a client of ITT and that Linguist is providing services to Client at the request and for the benefit of ITT. Linguist **will not** contact Client directly or indirectly on Linguist's own behalf or as agent or representative of a third party, or solicit business from Client for itself or any third party, (nor will Linguist allow or permit any Linguist Party to take any such actions), at any time while Linguist is providing services to Client as subcontractor of ITT or during a period of 24 months thereafter.

Linguist acknowledges that its failure to comply with the provisions of this Commitment will give rise to damages which may be impossible to measure accurately, and that injuries sustained from any such breach will be irreparable. Therefore, Linguist

agrees that ITT and Client shall be entitled to equitable relief, including without limitation an injunction, in any court of competent jurisdiction, in the event of any breach by Linguist.

This Commitment is a contract between Linguist and ITT. Should any provision of this Commitment be judged to be illegal or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the extent that it is enforceable under applicable law and to the extent the provision is not so enforceable, it shall deemed severed herefrom and the remainder of this Commitment shall not be affected thereby.

Linguist acknowledges that Client is a third party beneficiary of this Commitment. Linguist further understands and agrees that this Commitment shall survive until the Client Information shall become public knowledge through no fault of Linguist.

IN WITNESS WHEREOF, the parties have signed this Commitment as of the date of signature.

ITtranslations

(Date + Signature)

Linguist

(Date + Signature)