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**NON-DISCLOSURE AND NON-SOLICITATION  
AGREEMENT**

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**BETWEEN THE UNDERSIGNED:**

1. **CETHOS SOLUTIONS, Inc.** a private federal corporation registered in Canada with operations at 101-40 Skyview Ranch Landing NE, Calgary. AB. T3N 0V9.

Hereinafter referred to as '**CETHOS SOLUTIONS**'

**Of the first part,**

**And:**

2. \_\_\_\_\_ **[Name of the supplier],**  
residing at:

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**[Address of the supplier]**

Hereinafter referred to as '**the Supplier**'

**Of the other part,**

Hereinafter referred to collectively as the '**Parties**' and individually as a '**Party**'.

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**WHEREAS:**

- (A) CETHOS SOLUTIONS is the holding company of a Group that provides document translation services.
- (B) The Supplier is a language professional with experience in language services such as, but not limiting to, translation, editing, proofreading and cultural consulting.
- (C) In this context, the Group Companies (with “Group” having the meaning given below) intend to entrust to the Supplier a certain number of services and contemplate, depending not only on their volume of business but also on the availability of the Supplier and other suppliers able to offer their services to the Group Companies, entrusting to the Supplier’s similar assignments (together the ‘**Services**’).
- (D) It is within this framework that the Parties wished to conclude this non-disclosure and non-solicitation agreement, which cancels and replaces any earlier agreements between the Parties concerning the matters dealt with (the ‘**Agreement**’).

**ACCORDINGLY, THE FOLLOWING HAS BEEN AGREED:****1. DEFINITIONS**

The terms and expressions beginning with a capital letter, whether used in the singular or plural, have for the purposes hereof the meanings specified in this article.

“**Affiliate**” means any entity that Controls or is Controlled or is jointly Controlled by any entity.

“**Control**” means, for each entity, the power to direct said entity, directly or indirectly, as a result of holding its shares or voting rights or as a result of a contract or in any other way, and in accordance with the terms Indian Proprietorship Act 1908.

“**Confidential Information**” means any document transmitted for the purpose of being translated, any document, information, opinions, forecasts, correspondence, email, translation of any type whatsoever (particularly of a technical, legal, financial, tax and administrative nature) dealing, directly or indirectly, with the activities, financial situation or prospects of the Group Companies and/or their clients or prospects and/or any of their Affiliates, clients or prospects, and disclosed to the Supplier or his/her/its Representatives or Affiliates by the Group Companies or their Representatives or Affiliates in any form whatsoever – written, oral, electronic – or on any other medium, particularly a computer medium.

By way of exception, information for which the Supplier can prove the following will not be considered as “Confidential Information”:

- That he/she knew about this information before the day it was disclosed by the Group Companies; or
- That this information was part of the public domain before the day it was disclosed by the Group Companies, or that it became part of the public domain at a later date for which the Supplier cannot be held liable; or
- That he/she received this information with no obligation of secrecy from a third party authorised to disclose it.

**“Representatives”** means external advisers and auditors (including, but not limited to, financial, legal, tax and accounting advisers, lawyers, etc.), company officers, directors, members of the staff of the person concerned and its Affiliates, members of the board of directors, steering or supervisory committee or any other controlling or administrative body of the person concerned, donors, and any persons liable to provide financing.

**“Group Companies”** means CETHOS SOLUTIONS and the companies directly or indirectly Controlled by CETHOS SOLUTIONS or its Promoters.

## 2. NON-DISCLOSURE

- 2.1 The Supplier will not disclose or cause to be disclosed all or part of the content hereof and of the service contracts concluded with the Group Companies, and will not disclose or cause to be disclosed all or part of the Confidential Information related to the Group Companies, its clients, former clients or prospects, their Affiliates and Representatives except with prior agreement in writing from CETHOS SOLUTIONS.
- 2.2 Communication of Confidential Information to any Representative or Affiliate of the Supplier will be subject to advance conclusion of a non-disclosure agreement in accordance herewith between CETHOS SOLUTIONS and said Representative or Affiliate.
- 2.3 This non-disclosure agreement will, however, in no way restrict the Supplier’s ability to communicate said Confidential Information within the framework of market practices to the competent authorities in accordance with any legal or regulatory obligation or court decision or within the framework of the judicial enforcement of the stipulations hereof or of the contracts concluded with the Group Companies.
- 2.4 If the Supplier or any of his/her/its Representatives were legally obliged to disclose Confidential Information, the Supplier must inform CETHOS SOLUTIONS accordingly by notifying it within one (1) week of such obligation and joining it to the application that was made, the response that the Supplier proposes to make and the Confidential Information that the Supplier proposes to disclose. The Supplier must then take account of any proposal made by CETHOS SOLUTIONS (on its own behalf or on behalf of the Group Companies, their Representatives, clients, former clients or prospects concerned or their Affiliates), within the limits authorised by law to oppose or restrict the disclosure of the Confidential Information and to ensure that the Confidential Information duly disclosed is treated confidentially. In any case the Supplier agrees to disclose only what is strictly required by law, by any regulation or by any legal or judicial proceedings.
- 2.5 The Supplier must inform CETHOS SOLUTIONS of any breach, of any type whatsoever, of the obligations specified herein and provide it with any assistance that may be reasonably required to limit the effects of such breach.
- 2.6 The Supplier acknowledges in particular that the information received within the framework of the performance of the Services may be used only for the performance of said Services, any other use being subject to prior approval in writing from CETHOS SOLUTIONS. Accordingly, on no account may the Supplier take advantage on the

basis of said information of any licence or copyright or prior possession as defined by the The Patents Act, 1970.

- 2.7** If the Group Companies decide not to continue their business relations with the Supplier, the Supplier undertakes at CETHOS SOLUTIONS's request:
- (i) to return to CETHOS SOLUTIONS all the documents referred to herein above that have been supplied to the Supplier or his/her/its Representatives or Affiliates
  - (ii) to immediately destroy all Confidential Information in his/her/its possession, all copies of said documents made by the Supplier or his/her/its Affiliates or Representatives and any trace of Confidential Information on his/her/its computers or other devices.
- 2.8** The Supplier expressly acknowledges that any breach of the provisions hereof could be liable to cause a significant loss to the Group Companies, their clients or prospects concerned and their Affiliates and Representatives.

Accordingly, the Supplier undertakes in accordance with a first instance court decision to indemnify the Group Companies, their clients or prospects concerned and their respective Affiliates and Representatives for any loss resulting from any breach whatsoever of his/her/its obligations or those of his/her/its Representatives hereunder.

### **3. NON-SOLICITATION OF CLIENTS**

- 3.1** During this Agreement and for a period of eighteen (18) months after its termination, the Supplier:
- (i) will not canvas directly or indirectly in any way whatsoever or enter into contact with clients, prospects or former clients of the Group Companies for whom he/she may have worked indirectly through the intermediary of any one of the Group Companies.
  - (ii) will not solicit or hire any employee or corporate officer of any one of the Group Companies

unless if he/she had already established a relationship with the client prior to any assignment concerning the latter that would be entrusted to the Supplier by the Group Companies.

### **4. TERM**

The confidentiality obligation to which the Supplier is subject under the terms hereof is subscribed to for a term of three years from the last these dates: (i) the signature of a contract for the provision of services between one of the Group Companies and the Supplier (or any of its Affiliates), (ii) the completion of a Service by the Supplier, or (iii) the communication of a piece of Confidential Information to the Supplier.

### **5. SEVERABILITY**

None of the clauses hereof is determining in itself such that the invalidity of one or more of them would bring about the invalidity of the entire Agreement.

**6. CAPACITY**

Given the independence of the Supplier in performing his/her/its assignments, and of the other clients that the Supplier has had, has and will have, each Party acknowledges in good faith that no relationship of subordination exists and will exist between them.

**7. ELECTION OF DOMICILE**

For the performance of this Agreement and all its continuations, the Parties elect domicile at their addresses referred to at the beginning hereof.

**8. APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION**

This Agreement is governed by Canadian Civil law.

In the event of a dispute related hereto, each Party will do its best to settle such dispute out of court through reconciliation.

Failing reconciliation, any dispute or disagreement will be under the jurisdiction within the city of Calgary, Alberta, Canada.

Executed in \_\_\_\_\_ (City), \_\_\_\_\_ (State and Country)

On \_\_\_\_\_ [DD/MM/YYYY]

Signature

\_\_\_\_\_  
Raminder Shah  
Director  
Cethos Solutions, Inc.

Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print name)  
(Title)