

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of [redacted], 20[redacted] (the "Effective Date") by and between [redacted] [complete full legal entity name], [a part of the RWS Holdings Plc group of companies] having offices at [redacted] [complete notice address], on behalf of itself and its Affiliates ("SDL") and [redacted], with offices at [redacted] ("Company") (each, a "Party", and together, the "Parties").

The Parties enter this Agreement for the purposes of facilitating exploratory discussions in relation to a possible business transaction to be concluded with a definitive agreement [or specify other purpose] (the "Purpose"), each Party ("Discloser") may be disclosing Confidential Information (as defined below) to the other Party ("Recipient").

In consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. Definition of Confidential Information.** "Confidential Information" means any information, in whatever form or medium of Discloser or its Affiliates furnished or otherwise made available to Recipient in connection with the Purpose that Discloser designates as being confidential to the Recipient or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Recipient. Such Confidential Information includes, but is not limited to, trade secrets, know-how, intellectual property rights, formulas, techniques, software programs and documentations, research, services, data files, products, technical data or specifications, drawings, business plans, strategic plans, forecasts, financial records and financial projections and information regarding the Discloser's assets, policies, procedures, employees, legal and regulatory affairs, ideas, inventions, discoveries, distribution, sales, marketing, expenses, suppliers, relationships with third parties as well as third-party confidential information and reports prepared by or for the Recipient based on any of the foregoing, together with all analyses, compilations, memoranda, notes and other materials which contain, reflect or are based, in whole or in part, upon such information either directly or indirectly in written, oral, or electronic form. Confidential Information shall be deemed to include the existence of this Agreement and the fact that Recipient is meeting with or receiving information from Discloser. For purposes of this Agreement, with respect to a Party, "Affiliate" means an entity controlling or controlled by either party. The word "control" shall, in the context of a corporation, mean direct beneficial ownership of at least fifty per cent (50%) of the shares entitled to vote for members of the Board of Directors of such corporation, and, in the context of any other business entity, shall mean the right to exercise similar management and control such entity.
- 2. Exclusions.** Confidential Information does not include information that: (a) was in Recipient's possession prior to the time of disclosure by Discloser as evidenced in writing, (b) is available or becomes generally available to the public other than through a breach of this Agreement by Recipient, (c) is acquired or received from a third party free to make such disclosure without breach of any legal or contractual obligation, (d) is independently developed by Recipient without breach of this Agreement or (e) is required to be disclosed by the operation of law to a government or regulatory body, provided that, the Recipient shall undertake reasonable efforts to provide the Discloser with prompt notice of such requirement prior to the disclosure so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.
- 3. Use and Disclosure.** Recipient agrees that it shall: (a) use the same degree of care with respect to nondisclosure of the Discloser's Confidential Information as Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, (b) not disclose any of Discloser's Confidential Information to any third party other than the Recipient's Affiliates and the directors, officers, employees, accountants, attorneys and advisors, contractors, consultants and agents of the Recipient and its Affiliates who have a need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality substantially similar to those in this Agreement (collectively, "Representatives"), without the prior written consent of the Discloser, such consent not to be unreasonably withheld or delayed, (c) use Confidential Information only to the extent necessary in connection with the Purpose and not otherwise for its own gain or benefit, and (d) not reverse engineer, decompile or disassemble any software disclosed by Discloser to Recipient under terms of this Agreement, except as expressly permitted by applicable law. If Recipient is required to disclose Confidential Information pursuant to any applicable law, regulation, court order or document discovery request, then Recipient must give Discloser prompt written notice of such requirement. Neither Party shall make any copies of the Confidential Information of the other Party unless it is deemed necessary for the Purpose. All copies shall be designated as "proprietary" or "confidential". Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
- 4. Term.** This Agreement will commence on the Effective Date and continue for a period of two (2) years thereafter, unless earlier terminated by either Party in writing. Notwithstanding any expiration or termination of this Agreement, all use and nondisclosure obligations of Recipient under this Agreement shall survive for a period of three (3) years from the date of disclosure.
- 5. Warranty: Limits of Liability.** Discloser represents and warrants that it has the right to make the disclosures contemplated by this Agreement without violating any applicable law or regulation or any legally enforceable agreement to which it is a party. EXCEPT AS OTHERWISE SET FORTH HEREIN, ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. Neither Discloser nor its Affiliates or Representatives make any representation or warranty expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient. Neither the Discloser nor any of its Affiliates Representatives shall be liable to the Recipient or any of its Affiliates or Representatives relating to or resulting from the Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. Rights.** All Confidential Information (whether prepared by the Discloser or by its Representatives) disclosed under this Agreement. Nothing in this Agreement shall be construed as granting the Recipient or any of its Representatives an assignment, license, option, copyright or other transfer of right, title or interest whatsoever. .
- 7. No Agency.** This Agreement does not create any agency or partnership relationship between the Parties and shall not constitute or imply any promise to enter into any business arrangement by either Party or its respective Affiliates. The Parties also acknowledge and agree that the disclosure of Confidential Information by one Party to the other pursuant to the terms of this Agreement may not, in and of itself, result in any commitment on the part of either Party to enter into any further agreements with the other Party with

respect to the Purpose. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

- 8. **Return of Information.** Upon the written request of the Discloser, all Confidential Information in tangible form (written, electronic or other) shall promptly returned or destroyed, at the Recipient's option, including copied thereto and reports prepared based on the Confidential Information. Notwithstanding the foregoing, the Recipient may retain the Confidential Information to the extent relevant to demonstrate the Recipient's compliance with any legal, fiduciary, professional or contractual obligation or document retention policy, provided that the Recipient shall continue to hold any Confidential Information so retained subject to the terms of this Agreement.
- 9. **Non Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided, however, that neither Party may assign its rights or obligations hereunder to any person or entity without the prior written consent of the other Party which shall not be unreasonably withheld or delayed.
- 10. **Equitable Relief.** Each Party acknowledges and agrees that any unauthorized disclosure or other violation, or threatened violation of this Agreement, by a Party may cause irreparable damage to the other. Accordingly, without prejudice to the rights and remedies otherwise available to each Party, each Party shall be entitled to seek an appropriate injunctive relief to prevent any breaches or violations of this Agreement without the posting of any bond or other security.
- 11. **Export and Securities Laws.** The Parties agree to comply with all applicable export laws that apply to (i) any Confidential Information, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information, including the U.S. Export Administration Regulations, as well as end-user, and end-use and designation restrictions issued by U.S. and other governments. Each Party hereby acknowledges that it is aware that the United States securities laws prohibit any person that has received from a publicly-traded company material, non-public information (such as may be contained in the Confidential Information) from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
- 12. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales [or select choice of law] without reference to conflict of laws principles. The Parties consent to the jurisdiction of the competent court of the Discloser. The Vienna Convention on the International Sale of Goods of 11 April 1980 shall not be applicable to this Agreement.
- 13. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the subject matter provided for herein and supersedes any and all other prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or in writing, by any of the Parties or by any officer, employee, Affiliate or Representative of any Party with respect to such subject matter. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect. The failure or delay by a Party to enforce its rights hereunder shall not be deemed a subsequent waiver of that right or to waive enforcement of any other term or right. This Agreement may not be amended or modified except by a writing signed by both Parties hereto. The headings of the sections of this Agreement are inserted for convenience only, and shall not be deemed to constitute a part of this Agreement. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which shall constitute one and the same Agreement. . A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic/digital transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 14. **Notices.** Any and all notices made pursuant to this Agreement shall be in writing and delivered to the address specified above. Notice by overnight courier or certified or registered mail, postage prepaid shall be deemed given upon receipt or refusal to accept delivery. Notice by facsimile or hand delivery will be deemed to have been received by the close of the business day on which it was transmitted or hand delivered, or, with regard to facsimile, the actual time of receipt, as documented on the facsimile confirmation notice, whichever is earlier. Either Party hereto may change its address by providing notice of same in accordance herewith.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Agreement to be effective as of the date set forth below.

[Please complete with SDL/RWS full legal entity name]

Company

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____