

Non-Disclosure and Non-Competition Agreement for Commissioned Work

This non-disclosure and non-competition agreement (the "Agreement") is entered into effective _____ between _____ (hereinafter referred to as "VENDOR") and **BURG TRANSLATIONS, INC.**, P.O. Box 83233, Chicago, IL 60691-0233 (hereinafter referred to as "BTI").

1. VENDOR and BTI intend to disclose information to each other, which may include confidential information, for the purpose of performing foreign language translation of the same.
"Confidential Information" means any information or data in any form whatsoever disclosed by a party to the other party under this agreement in tangible form or any other media that can be converted to readable form.
2. VENDOR acknowledges the economic and proprietary value of the Confidential Information and agrees to:
 - a. use the Confidential Information only for the purpose of performing translation work;
 - b. restrict disclosure of the Confidential Information to VENDOR, employees and affiliates that are involved with the translation work, and not to disclose it to any other person or entity without the prior written consent of BTI.
 - c. advise those employees and associates of their obligation with respect thereto.

For the purpose of this Agreement only, "employees and affiliates" includes third parties retained by VENDOR hereto, such as consultants, freelancers, agents and advisors.

3. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder.
4. VENDOR shall be prohibited from providing any service directly to any of BTI's clients encountered while in BTI's employ for a period of five (5) years commencing from the completion of the particular work project involved.
5. This Agreement may not be assigned by either party without the prior written consent of the other. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both parties. This Agreement will be governed in all respects by the domestic laws of the State of Illinois.

VENDOR

BURG TRANSLATIONS, INC.

Signature:

Signature:

 _____

Name: _____

Name: Melisa Henao

Title: _____

Title: Partner Manager

Company: _____

Company: BURG Translations, Inc.

Date: _____

Date: