

Non-Disclosure Agreement

This Agreement ("Agreement") is made as of _____ ("Effective Date") by and between Wallace Consultants (華樂絲語文顧問有限公司) ("Recipient") and _____ ("Discloser").

Discloser desires Recipient to provide editing, translation or related services for Discloser. To protect the Confidential Information (as defined below), the parties agree as follows:

Section 1 Definition of Confidential Information

Confidential Information means any undisclosed information provided by Discloser to Recipient during the term of this Agreement, except for the information which:

1. is in the lawful possession of Recipient at the time of Discloser's disclosure under this Agreement;
2. is or becomes known in the public domain without Recipient's breach of this Agreement;
3. is lawfully disclosed to Recipient from a source other than Discloser without restrictions on the disclosure, and such disclosure to Recipient complies with this Agreement; or
4. is independently developed by Recipient and/or a third party appointed by Recipient without reference to the information informed or provided by Discloser.

Section 2 Confidentiality

1. Recipient's use of Confidential Information is restricted to editing, translation and related services. Recipient shall not, for his/her own interest or for any third party's interest, (a) possess, use or reproduce Confidential Information for purposes other than the foregoing services, or without Discloser's written authorization; (b) disclose, disseminate, or deliver Confidential Information to any third party, or by other means make the Confidential Information known or used by any third party; or (c) release or publish the Confidential Information. Nothing in this Agreement is intended to grant any rights or licenses to Recipient under any intellectual property, such as patents, trademarks, or copyrights of Discloser.
2. Recipient shall exercise due care of a bona fide administrator to maintain the confidentiality of Confidential Information.
3. Recipient shall restrict the disclosure of the Confidential Information to its employees, advisors, agents, or representatives ("Recipient Party") who have a need to know the Confidential Information for accomplishing the services contemplated herein. Prior to disclosure, Recipient shall have such Recipient Party bound by confidentiality obligations with terms not less stringent than those stated in this Agreement.
4. If Recipient is required to disclose any portion of Confidential Information as a result of a judicial order or of a statutory requirement, Recipient shall immediately notify Discloser in writing to allow Discloser to take applicable measures to petition such order or requirement. Recipient may disclose the specific portion of Confidential Information as required by applicable law or judicial order after said notification to Discloser.
5. Upon Discloser's request or termination or expiration of this Agreement, Recipient shall immediately return or destroy all documents, photographs or other tangible media containing Confidential Information, or delete Confidential Information from any computers or other *electronic* memory. Recipient shall not keep summary, photocopies or other duplicates containing Confidential Information. However, Recipient may keep one copy of Confidential Information exclusive for archival purposes in case of any potential disputes.

6. Recipient shall notify Discloser immediately upon discovery of any unauthorized disclosure or use of Confidential Information. Recipient shall provide reasonable assistance to Discloser to prevent further unauthorized disclosure or use.

Section 3 General Terms

1. Discloser warrants that he/she has the due authority and power to provide all the information hereinunder.
2. The parties hereto are independent contractors, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the parties.
3. This Agreement may be modified only by a written instrument duly executed by authorized representatives of the parties. No action or expression shall constitute a waiver of the right of such party unless so indicated by a written instrument duly executed by an authorized representative of the parties. If any term or provision of this Agreement is determined to be invalid, all other terms and provisions shall remain valid and enforceable.
4. Recipient's total, aggregate liability arising out of or in connection with this Agreement, whether for breach by Recipient or Recipient Party, will not exceed the service fees actually received by Recipient from Discloser for the services hereunder.
5. This Agreement is the complete and final agreement of the parties with respect to the Confidential Information, and supersedes all prior and contemporaneous proposals, oral or written, and all other communications between the parties relating to such subject matter.
6. Recipient's confidentiality obligations shall remain in effect for a period of one (1) year following receipt of Confidential Information. The term of this Agreement shall be for a period of ___ from the Effective Date. This Agreement may be terminated earlier at any time upon thirty (30) days prior written notice to the other party. Notwithstanding any termination or expiration of this Agreement, Recipient's confidentiality obligations hereinunder shall remain in effect for a period of one year following receipt of Confidential Information as first stated above.
7. Any disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the Hsinchu District Court in Taiwan, R.O.C. This Agreement will be governed in all aspects by the laws of Taiwan, R.O.C., without regard to or application of conflicts of law rules or principles.
8. This Agreement may be executed in two counterparts, each of which shall be deemed an original.

Wallace Consultants	Company/Personal Name:
Signed by: _____	Signed by: _____
Address: 3F., No.180, Chang'an W. Rd., Datong Dist., Taipei City 103, Taiwan (R.O.C.)	Address:
Tel: 02-2555-5830	Tel:
Company ID No.: 28499155	Company/personal ID No: