

EMPLOYEE CONFIDENTIALITY AGREEMENT

In consideration of my employment as a free-lance or continued employment by SpanishTranslators.biz (the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. RECOGNITION OF COMPANY'S RIGHTS; NONDISCLOSURE. At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an executive officer of the Company expressly authorizes such in writing. The term "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other information belonging to the Company or its Clients. By way of illustration but not limitation, "Proprietary Information" includes (a) original texts for its translation and reference materials provided by the Company; and (b) information regarding marketing plans, business plans, cost estimates, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company.

2. THIRD PARTY INFORMATION. I understand, in addition, that the Company has received, and in the future will receive, from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (except in connection with my work for the Company), unless expressly authorized by an executive officer of the Company in writing.

3. MEASURES. I shall ensure that all measures necessary are taken to secure the confidentiality of the other party's Confidential Information including but not limited to:

- i. keeping separate all Confidential Information and all information generated based on the Confidential Information from all other documents and records;
- ii. keeping all documents and any other material bearing or incorporating any of the Confidential Information at the party's usual place of business;
- iii. not using, reproducing, transforming or storing any of the Confidential Information in an externally accessible computer or electronic information retrieval system, not transmitting it in any form or by any means whatsoever outside the party's usual place of business and not copying all or any part of the Confidential Information without the prior written consent of the Company and then only to the extent that the same is required for the Purpose;

4. NO CONFLICTING OBLIGATION; NO MISREPRESENTATION. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith. I further agree that I will not misrepresent in any manner, my title or the nature of my current role and responsibilities at Cubist to any potential or future employer.

5. GENERAL PROVISIONS.

5.1 GOVERNING LAW. The rights, duties and obligations of the parties and the validity, interpretation, performance and legal effect of this agreement shall be governed and determined by the laws of Spain

and the parties hereby submit to the exclusive jurisdiction of the Courts of Las Palmas de Gran Canaria (Spain).

5.2 ENTIRE AGREEMENT. This agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification or amendment of this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

5.3 SEVERABILITY. If one or more of the provisions in this Agreement are deemed unenforceable by the law, then the remaining provisions will continue in full force and effect.

5.5 WAIVER. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS

SIGNED by

Name of Employee: Please, Write Your Name In Full

Signature: _____

Date: Day/Month/Year

ACCEPTED AND AGREED TO: SpanishTranslators.biz
by

Name: Please, Write Your Name In Full

Position: Please, Write Your Position