

Esprit International Communications Ltd.

Confidentiality, Ethics, Non-Competition, Proprietary Materials and Quality Control

This agreement ("Agreement") is between Esprit International Communications Ltd. ("Esprit") and each "Esprit translator"; "Esprit translators" include all employees, freelancers and sub-contractors of Esprit, full-time or part-time.

Professional Code of Ethics and Standards of Conduct

Esprit International Communications Ltd. ("Esprit") requires that all Esprit translators hired to supply translation services for Esprit, whether in the Esprit offices or at an exterior location, abide by certain basic rules of professional ethical conduct, quality control and confidentiality as set forth herein by Esprit International Communications and by professional associations such as the Association of Translators and Interpreters of Ontario (ATIO), l'Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ), the Corporation of Translators, Terminologists and Interpreters of New Brunswick (CTINB), Association of Translators and Interpreters of Manitoba (ATIM), Association of Translators and Interpreters of Alberta (ATIA), Society of Translators and Interpreters of British Columbia (STIBC), or any other provincial, state or federal professional translators' association, which has set forth guidelines for the market or region in which the Esprit translator operates, whether the Esprit translator is a member or not. [The ATIO and OTTIAQ Codes of Ethics are here attached for reference.]

All Esprit translators are to adhere to the three main principles of professional translator conduct as stated by ATIO and OTTIAQ, whether they are members of these associations or not:

- 1. Members shall not accept work for which they lack the necessary qualifications. In accepting work, the member provides a moral guarantee that the service provided will meet the highest standards of quality. (ATIO)*
Le membre ne peut s'attribuer des qualités ou habilités particulières, notamment quant à son niveau de compétence ou quant à l'étendue ou à l'efficacité de ses services, que s'il est en mesure de les justifier. (OTTIAQ)
- 2. Members shall treat any confidential information acquired in the practice of their profession as a professional secret. (ATIO)*
Le membre doit respecter le secret de tout renseignement de nature confidentielle obtenu dans l'exercice de sa profession. (OTTIAQ)
- 3. Members shall refrain from any activity that could tarnish the image of their profession or the Association. (ATIO)*
Le membre ne doit pas faire usage de renseignements de nature confidentielle au préjudice d'un client ou en vue d'obtenir directement ou indirectement un avantage pour lui-même ou pour autrui. (OTTIAQ)

Non-Competition

The Esprit translator, whether an employee or freelancer (sub-contractor) of Esprit International Communications Ltd., shall not at any time approach Esprit's clients with the purpose of soliciting work directly or diverting work to any third party such as other translators, colleagues, family members, friends or other, or be party to any such effort that may be detrimental to the business and reputation of Esprit International Communications Ltd. for a period of three (3) years following the Esprit translator's employment or the completion date of the last translation contract awarded by Esprit to the Esprit translator.

Confidentiality

The Esprit translator agrees that all confidential business information, Client Materials and Projects and Esprit Proprietary Materials (as defined below), client lists or trade secrets of Esprit ("Confidential Information") are the property of Esprit or its affiliates and that the Esprit translator shall keep the Confidential Information secret and confidential, and shall not divulge said Confidential Information with any third party such as other translators, colleagues, family members, friends or others who are not professional translators directly involved in the translation work being performed or any other third party who may be interpreted as a competitor to Esprit or use the Confidential Information other than in connection with their work for Esprit or after the completion of the work.

This agreement may be terminated by either party in writing if there is dissatisfaction concerning work organization, quality control or professional conduct. The Esprit translator agrees that upon the termination of this agreement and for a period of three (3) years from the time of termination of this Agreement, whether or not for cause, to refrain from interfering with the work arrangements between Esprit and its translators and will not in any way solicit, recruit, hire, assist others in recruiting or hiring, or discuss remuneration or contracts with any other Esprit translators.

Without limiting the generality of the foregoing, the Esprit translator shall be deemed to be competing, directly or indirectly, with Esprit if the Esprit translator individually or in partnership or as a shareholder of a corporation or as an employee of any other person or business entity, or as an independent contractor or otherwise in conjunction with any person, firm, or corporation, carry on a business that competes directly with Esprit.

From time to time, Esprit may require certain Esprit translators to sign a confidentiality contract that meets a client's special needs, at the request of that client.

Esprit Client Materials and Esprit Proprietary Materials

From time to time, for the purposes of remunerated translation work contracted by Esprit International Communications Ltd., Esprit may provide its translators with a mini-glossary or a full Esprit terminology lexicon developed for an Esprit client or area of Esprit's expertise, along with client materials and the client's translation project, as well as client or Esprit instructions for the specific project. The Esprit translator may also receive a copy of an Esprit document called *Production Notes for Esprit Translators* [herein attached for reference] containing brief guidelines for terminology, stylistics, formatting, work organization and metrication. The Esprit translator must abide by all such guidelines, especially concerning metrication and style, to ensure that their translation is appropriately expressed for the target market (for example: Mexico, as opposed to Spain or Chile).

Esprit's proprietary materials, lexicons and translator aids are designed to ensure consistency and quality of work, to provide a superior translation product to Esprit clients. The Esprit translator benefits greatly from the use of such materials in their work since research and writing time are reduced. These materials may provide extra practical training that the Esprit translator may not have received previously.

The Esprit translator recognizes that all client materials, the Esprit translation of said client materials and all Esprit terminology and quality control materials are the exclusive property of Esprit International Communications Ltd. and that their access to these materials is given only on a borrowed basis.

Quality Control - Errors & Omissions

Esprit maintains an Errors & Omissions insurance policy that protects Esprit and its translators against perceived or real quality problems. Should there arise any legal problem associated with the work of a translator that causes damages, either monetary or professional, to Esprit, this protection does not extend to the individual Esprit translator, if the provisions of this Agreement have been contravened.

Esprit Lexicon Updates and Reproduction

In exchange for the use of Esprit's proprietary materials, the Esprit translator may be required to draw up a list of new terms (English-French or any another language) for inclusion into the official Esprit lexicons at the end of the project. The Esprit translator shall not divert any Esprit client materials or Esprit proprietary materials for his/her personal use or the use of any other third party and shall not make copies, electronic or printed or of any other nature, of such Esprit client materials or Esprit proprietary materials or otherwise reproduce said materials.

Esprit Computer Systems

The Esprit translator, whether an employee or freelancer (sub-contractor), who uses or has access to Esprit's computers or computer systems including the Esprit server, website and FTP sites, shall not modify, alter or copy any part of Esprit's computerized systems nor divert any part of such computerized systems for his/her personal use or the use of any third party, including any software programme or Esprit proprietary document. The Esprit translator shall not share any knowledge of or their access to Esprit's computerized systems with any other translators, colleagues, family members, friends or other third party.

For the purposes of Esprit work only and only with the permission of the President or Translation Manager of Esprit International Communications Ltd., the Esprit translator working in the Esprit offices may have the occasion to receive Esprit work files or Esprit proprietary materials at their home or elsewhere or to have the occasion to send Esprit work files or Esprit proprietary materials to their home or elsewhere. Independent of the location of the Esprit translator, the Esprit translator shall continue to respect the provisions of this Agreement.

I hereby declare that I have read and understood the provisions of the above Agreement and the contents of the Esprit document "Production Notes for Esprit Translators" and that I agree to abide by all of the principles and rules contained therein.

Signature

Date

Please sign the above electronically, initial each page, and return to Esprit by email to admin@espritint.com OR sign manually, initial each page, and return to Esprit by fax at 1-226-663-0204