

## **NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made effective the \_\_\_\_ day of \_\_\_\_\_, by and between Pacific Dreams, Inc. and \_\_\_\_\_

(hereinafter referred to as "CLIENT"), by which PACIFIC DREAMS performs services for CLIENT.

1. Under the terms of this Agreement, CLIENT agrees to release to PACIFIC DREAMS information that is confidential and proprietary to CLIENT ("Confidential Information"), to be used solely for translation/interpretation and related services. "Confidential Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be related in any way to the business, present or future, of CLIENT or any third party. Confidential Information includes, for example, but not limited to: trade secrets, processes, formulas, data, know-how, improvement, inventions, techniques, equipment, marketing plans, organization, financing, strategies, litigation, and information concerning customers or vendors. PACIFIC DREAMS will consider all information received from CLIENT to be strictly confidential and subject to the restrictions of this Agreement; except for information that is: (i) generally known to the public, (ii) in the possession of PACIFIC DREAMS before receipt from CLIENT, (iii) obtained later by PACIFIC DREAMS from a third party without restriction or violation of Agreements; or (iv) authorized for release by CLIENT in writing.
2. PACIFIC DREAMS will not disclose CLIENT's Confidential Information to any other party without the prior written consent of CLIENT. PACIFIC DREAMS may disclose Confidential Information to its employees, but only if the employee has a legitimate need to know and has agreed to terms similar to those in this Agreement. PACIFIC DREAMS will be responsible for any use or disclosure of Confidential Information by any of its employees or agents.
3. This Agreement will remain in force between the parties until it is terminated by mutual written agreement of the parties.
4. PACIFIC DREAMS will return to CLIENT all copies of Confidential Information (or certify their destruction) upon written request by CLIENT.
5. This Agreement may be amended only in writing and shall be governed by the laws of the State of Oregon.

CLIENT  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PACIFIC DREAMS  
Signature: \_\_\_\_\_  
Name: Ken Sakai  
Date: \_\_\_\_\_