

UNDERTAKING OF CONFIDENTIALITY

PREAMBLE

Media Market s.r.o. (hereinafter referred to as “**Media Market**”) shall disclose certain information to the **Recipient** for the **Purpose** of translation, proofreading and other related work. Such information shall be considered “**Confidential Information**” as defined below:

For the purposes of this document, “**Confidential Information**” shall mean any and all information in written, electronic, oral or visual form disclosed by **Media Market** to the **Recipient** in connection with the **Purpose** described above.

IN LIGHT OF THE FOREGOING THE RECIPIENT HEREBY UNDERTAKES THE FOLLOWING

1. The **Recipient** shall:

(a) keep **Confidential Information** strictly confidential and protect it from theft, damage, loss or unauthorized access;

(b) not use any **Confidential Information** for any purpose other than that defined in the **PREAMBLE**;

(c) not disclose **Confidential Information** to third parties other than:

(i) such third parties authorized in writing by **Media Market** to have access to such information; and

(ii) those of the **Recipient**'s advisers, agents, representatives, affiliates, officers and employees who, for the **Purpose** defined in the **PREAMBLE**, need to know the **Confidential Information** and have signed a similar **Undertaking of Confidentiality**.

(referred to collectively as “**Authorized Recipients**”).

2. The **Recipient** may disclose **Confidential Information** to the minimum extent required by any applicable law, ordinance, regulation or governmental decree provided that the **Recipient** makes every possible effort to notify **Media Market** in advance of the circumstances surrounding such disclosure and takes appropriate measures (including those required by **Media Market**) to prevent or minimize disclosure.

3. The **Recipient** shall not be required, in connection with this **Undertaking**, to keep secret or restrict the use of **Confidential Information** where:

(a) such **Confidential Information** is or becomes public knowledge other than by a breach of this **Undertaking** by the **Recipient**;

(b) the obligation of discretion and confidentiality attaching to such **Confidential Information** is waived in full or in part pursuant to prior written permission from **Media Market**; or

(c) the **Recipient** was in possession of such information before this **Undertaking** entered into force.

4. The **Recipient**, at **Media Market**'s request, shall forthwith return any and all materials containing **Confidential Information** or related materials of **Media Market**, including all copies thereof, and, at the request of **Media Market**, shall destroy any such materials, including all copies thereof, and serve on **Media Market** written confirmation of the destruction or return of all such materials, if so requested by **Media Market**. The **Recipient** further agrees that any and all materials received from **Media Market** and translations supplied by the **Recipient** shall be the property of **Media Market**, which shall be entitled to dispose of them at its own discretion.

5. The **Recipient** is fully aware that any breach of this **Undertaking** may cause irreparable damage to **Media Market** and that indemnification may not be adequate compensation in the event of a breach of undertakings by the **Recipient**. The **Recipient** shall indemnify **Media Market** for any losses, expenses or other injury incurred by **Media Market** further to a breach of this **Undertaking** by the **Recipient**. The **Recipient** shall forthwith notify **Media Market** of any instance of unauthorized disclosure of **Confidential Information** (including any unauthorized disclosure by third parties provided with **Confidential Information** by the **Recipient**), and, in such a case, shall provide **Media Market** with due assistance and cooperation in regaining ownership of and control over such **Confidential Information**, and shall prevent further unauthorized use or disclosure.

6. This **Undertaking** shall enter into force on the date of signature by the **Recipient**, as of which date it shall remain valid until terminated by mutual agreement of the Parties. The provisions contained in this **Undertaking** shall survive termination hereof.

7. This **Undertaking** constitutes a manifestation of the agreement and understanding of the **Recipient** in respect of the subject-matter hereof, and as such shall not be amended or altered other than by written addenda signed by the authorized representatives of both Parties.

8. This **Undertaking** shall be governed by and construed in accordance with the laws of the Czech Republic and the **Recipient** agrees to be subject to the exclusive jurisdiction of the courts of the Czech Republic.

DONE and signed in two counterparts of equal authenticity.

Recipient

Signature:

Name:

Date: