



APPENDIX 2 - MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is EFFECTIVE the **XX/XX/20XX** (insert date)

PARTIES:

1. The Accentua Language Company Ltd , a limited liability company organized and existing under UK law, having an address of Old Station House, Station Approach, Newport Street, Swindon, Wiltshire SN1 3DU, United Kingdom. Company Registration Number GB8354811

and,

2. **insert name**, an individual / a corporation / partnership / limited liability company, **(delete as applicable)**
residing at / whose address **(delete as applicable)**
insert address

WHEREAS, all named parties above wish to pursue discussions regarding a possible business relationship between them (the “Transaction”); and

WHEREAS, such discussions may require the parties to disclose confidential information to each other; and

WHEREAS, all parties wish to provide a mechanism for the protection of the confidentiality of such information;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth the parties, intending to be legally bound, hereby agree as follows:

1. DEFINITION

Each and any party (“Disclosing Party”) may disclose or grant to any other party (“Receiving Party”) access to information that Disclosing Party considers confidential or proprietary (“Confidential Information”). Confidential Information, as used in this Agreement, shall mean any information or data which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, (b) if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure, or (c) is of a nature or is disclosed under circumstances such that a reasonable person would consider it confidential.

2. EXCEPTIONS

A Disclosing Party's Confidential Information shall not include information that (i) is or becomes part of the public domain through no act or omission of a Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party from the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party not known to the Receiving Party, following reasonable inquiry, to be subject to an obligation of non-disclosure with respect to such information; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.



3. RESTRICTIONS

The Receiving Party agrees to hold in confidence and not to disclose or reveal to any person or entity the Disclosing Party's Confidential Information, and not to use the Disclosing Party's Confidential Information for any purpose other than in connection with the parties' discussions regarding, and performance of, a Transaction. Without limiting the generality of the foregoing, the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any of the Receiving Party's employees or agents except those employees or agents who are required to have such Confidential Information in order to participate in the parties' discussions regarding, or performance of, a Transaction, and who are under a written obligation of confidentiality or non-disclosure to the Receiving Party. The Receiving Party agrees to take commercially reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees in breach of this Agreement, including but not limited to advising each permitted employee to whom Confidential Information is disclosed of his/her obligations regarding confidentiality and non-use of such information. The Receiving Party shall be fully responsible for any breach of this Agreement by its employees. The Receiving Party may disclose Confidential Information of the Disclosing Party if required by law or judicial, arbitral or governmental order or process, provided the Receiving Party gives the Disclosing Party prompt written notice of such requirement, reasonably co-operates (at the Disclosing Party's expense) with the Disclosing Party's efforts to obtain a protective order or other appropriate relief, and discloses only the Confidential Information required to be disclosed under such law, order or process.

4. RETURN OR DESTRUCTION OF MATERIALS

The parties agree to return to each other, or to destroy upon written request of the other party, any and all Confidential Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of the other party or, if not requested earlier, upon completion of the Transaction or termination of this Agreement. Upon destruction of Confidential Information or any copies thereof, the party accomplishing such destruction shall certify in writing to the other party that such destruction has occurred.

5. EQUITABLE RELIEF

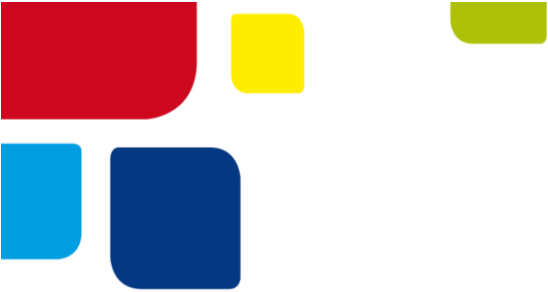
The Receiving Party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Agreement and that such breach would cause irreparable harm to the Disclosing Party. The Disclosing Party shall thus be entitled to seek immediate injunctive relief, in addition to whatever other remedies it might have at law or in equity, in the event of an actual or threatened breach of this Agreement by the Receiving Party.

6. OWNERSHIP

Confidential Information shall remain the sole and exclusive property of the Disclosing Party. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given for the Confidential Information disclosed under this Agreement.

7. NON-SOLICITATION OF CUSTOMERS, CLIENTS AND EMPLOYEES

During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason, each party hereto (the "Covenanting Party") agrees that it shall not: (a) directly or indirectly induce any customers or clients of the other party to patronize the Covenanting Party or any similar business; (b) directly or



indirectly request or advise any customer or client of the other party to withdraw, curtail, or cancel such customer's or client's business with the other party; (c) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of the other party; (d) induce or attempt to induce any employee, agent or former employee or agent of the other party to leave the employ of the other party, or hire any such employee, agent or former employee or agent in any business or capacity; or (e) make any statement disparaging the other party, any member, principal, officer, director, shareholder, employee or agent thereof, to any person, firm, corporation or other business organization whatsoever.

8. ENTIRE UNDERSTANDING

This Agreement sets forth the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements, understandings and communications with respect to such subject matter.

9. TERM AND TERMINATION

This Agreement will be effective as of the Effective Date and will remain in force until terminated by either Party giving to the other one a month's notice of termination.

10. ASSIGNMENT

This Agreement may not be assigned by either party, and neither party shall delegate its duties hereunder, without the prior written consent of the other party. All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

11. CONSTRUCTION

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from the Agreement and the remaining provisions shall continue in full force and effect. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both parties.

12. GOVERNING LAW

This Agreement shall be construed and governed by the laws of England and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

13. WARRANTY

Each party warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder.

14. NO OBLIGATION TO ENTER INTO BUSINESS RELATIONSHIP

Nothing contained in this Agreement or in any discussions undertaken or disclosures regarding a Transaction will (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party's right to conduct similar discussions or perform similar work with or for other parties, so long as said discussions or work do not violate this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



Signature: _____

For on and behalf of: Accentua Language Company Limited

Print Name: Leigh Lovering

Position: Director

and

Signature: _____

For on and behalf of: name of individual, a corporation / partnership / limited company (delete as applicable)

Print Name: _____

Position: _____

Accentua Language Company Limited
Registered Office: Old Station House, Station
Approach, Newport Street, Swindon, Wiltshire SN1 3DU
Registered Company Number: 8354811
VAT Registration Number: 158 6934 62