

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is made this ____ day of _____, 20__, by and between _____, a _____ (the “Company”), with an address of _____, and **The Language Group LLC**, a Virginia corporation (“TLG”), with an address of 4705 Columbus Street, Suite 300, Virginia Beach, Virginia 23462.

Background:

- A.** The Company and TLG are considering entering into a business relationship or transaction.
- B.** During the course of the parties’ discussions and negotiations, the Company may disclose certain of its confidential and proprietary information to TLG, and TLG may disclose certain of its confidential and proprietary information to the Company.
- C.** The Company and TLG are entering into this Agreement to assure that the confidential and proprietary information disclosed by each party will be treated as confidential by the other party and will not be disclosed by the other party to any third parties.

Agreement:

Accordingly, the Company and TLG agree as follows:

1. Confidential Information. For purposes of this Agreement, the term “Confidential Information” means any confidential or proprietary information of the disclosing party and includes, but is not limited to: (i) the name and address of any customer of the disclosing party or information concerning any transaction of any customer or supplier with the disclosing party, (ii) information concerning prices or pricing policies, sales margins or discounts of the disclosing party, (iii) information relating to the marketing plans, methods or objectives of the disclosing party, (iv) the organization or capital structure, financial performance, business plans or initiatives or strategy of the disclosing party, (v) information relating to product or services technologies, project plans, data models, systems design, methodology, processes, competitive advantages and disadvantages, operating procedures, product or services features, technology, creative concepts and trade secrets of the disclosing party, (vi) information that is generally regarded as confidential or proprietary in any industry or any other business engaged in by the disclosing party, (vii) any other information that would give the receiving party an opportunity to obtain an advantage over its competitors, and (viii) any other information which the disclosing party informs the receiving party that the disclosing party considers confidential or proprietary. Confidential Information may be oral, written or pictorial and may be in the form of computerized data.

Confidential Information will not include information (i) in the public domain at the time of disclosure, (ii) published or otherwise part of the public domain after disclosure other than by breach of this Agreement by the receiving party, (iii) already known by the receiving party at the time of disclosure and not acquired, directly or indirectly, from the disclosing party or anyone on behalf of the disclosing party, or (iv) lawfully provided to the receiving party by a third party who did not require the receiving party to hold the same in confidence and who did not acquire such information, directly or indirectly, from the disclosing party or anyone on behalf of the disclosing party.

2. TLG’s Agreements. (a) TLG acknowledges the confidential nature and competitive value of the Confidential Information disclosed or to be disclosed by the Company to TLG hereunder and that the disclosure or divulgence of any such information to third parties could result in damages to, or otherwise adversely affect, the business or affairs of the Company.

(b) TLG agrees that the Confidential Information disclosed by the Company to TLG hereunder will be used by TLG solely for the purpose of evaluating the proposed business relationship or transaction between the parties.

(c) TLG and TLG's directors, officers, employees, agents and advisors (collectively, the "TLG Representatives") will keep the Confidential Information disclosed by the Company to TLG hereunder confidential and will not disclose or divulge to any third party any such Confidential Information now or hereafter received or obtained from the Company or any of the Company's directors, officers, employees, agents and advisors (collectively, the "Company Representatives"), without the prior written consent of the Company.

(d) In the event that the proposed business relationship or transaction between the Company and TLG is not consummated or at any time after the Company requests in writing that TLG return the Company's Confidential Information, TLG agrees that (i) neither TLG nor any of the TLG Representatives will, without the prior written consent of the Company, use any Confidential Information disclosed by the Company to TLG hereunder for any purpose, (ii) all such Confidential Information, including, without limitation, all copies, abstracts and extracts thereof, will either be destroyed or returned to the Company and not retained by TLG or any TLG Representatives in any form or for any reason, and (iii) any and all analyses, compilations, studies and other documents based on or including any such Confidential Information prepared by TLG or any TLG Representatives for internal use will be promptly destroyed.

3. Company's Agreements. (a) The Company acknowledges the confidential nature and competitive value of the Confidential Information disclosed or to be disclosed by TLG to the Company hereunder and that the disclosure or divulgence of any such information to third parties could result in damages to, or otherwise adversely affect, the business or affairs of TLG.

(b) The Company agrees that the Confidential Information disclosed by TLG to the Company hereunder will be used by the Company solely for the purpose of evaluating the proposed business relationship or transaction between the parties.

(c) The Company and the Company Representatives will keep the Confidential Information disclosed by TLG to the Company hereunder confidential and will not disclose or divulge to any third party any such Confidential Information now or hereafter received or obtained from TLG or any TLG Representative, without the prior written consent of TLG.

(d) In the event that the proposed business relationship or transaction between the Company and TLG is not consummated or at any time after TLG requests in writing that the Company return TLG's Confidential Information, the Company agrees that (i) neither the Company nor any of the Company Representatives will, without the prior written consent of TLG, use any Confidential Information disclosed by TLG to the Company hereunder for any purpose, (ii) all such Confidential Information, including, without limitation, all copies, abstracts and extracts thereof, will either be destroyed or returned to TLG and not retained by the Company or any Company Representatives in any form or for any reason, and (iii) any and all analyses, compilations, studies and other documents based on or including any such Confidential Information prepared by the Company or any Company Representatives for internal use will be promptly destroyed.

4. Non-Solicitation of TLG Personnel. The Company further agrees that, for a period of eighteen (18) months from the date of this Agreement, neither the Company nor any of its affiliates will, directly or indirectly, (i) solicit for employment or hire in any capacity (whether as an employee, consultant or otherwise) any employee or officer of TLG with whom the Company has had contact or who became known to the Company in connection with the Company's consideration of the proposed business relationship or transaction between the parties, or any employee or officer of TLG with a title of vice president or higher, or solicit such person to terminate his or her employment with TLG; or (ii) cause or attempt to cause any supplier, customer, landlord or vendor to terminate or alter its relationship with TLG.

5. Survival. Except as provided in the next sentence, the confidentiality and nondisclosure obligations described in Section 2 and Section 3 above will survive for a period of [three (3) years after the date of this Agreement. With regard to any Confidential Information which constitutes a trade secret under applicable law, the confidentiality and nondisclosure obligations described in Section 2 or Section 3 above, as applicable, will survive as long as such Confidential Information continues to constitute a trade secret under applicable law.

6. **Damages.** The Company and TLG acknowledge and agree that the recovery of damages may be inadequate to compensate the non-breaching party in the event of a breach of this Agreement by the breaching party, and accordingly the Company and TLG specifically agree that the non-breaching party will have the right to obtain injunctive relief or specific performance hereof. Nothing contained in this Section 5, however, will prevent either party from pursuing any remedies in addition to injunctive relief or specific performance, including the recovery of damages.

7. **Other Protections.** Notwithstanding any provision of this Agreement to the contrary, the Confidential Information will continue to be protected by all applicable laws, rules and regulations, and each party retains the right to enforce its rights and remedies with respect to the Confidential Information thereunder.

8. **Definitive Agreement.** The Company and TLG agree that, unless and until final definitive agreements regarding the proposed business relationship or transaction have been executed and delivered, neither party will be under any legal obligation of any kind whatsoever to enter into any such business relationship or transaction with the other party. The Company and TLG further agree that each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party with regard to the proposed business relationship or transaction and to terminate discussions and negotiations at any time.

9. **Miscellaneous.** (a) This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

(b) This Agreement will be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws provisions, and all questions relating to the validity and performance hereof and remedies hereunder will be determined in accordance with such law. Any action brought to enforce the terms of this Agreement shall be filed exclusively in the Circuit Court of the City of Norfolk or the United States District Court for the Eastern District of Virginia (Norfolk Division), and each party consents to personal jurisdiction and venue in each of those courts.

(c) This Agreement expresses the entire agreement between the Company and TLG regarding the use and disclosure of Confidential Information and supersedes any prior written or oral understandings or agreements. No representations, oral or written, modifying or contradicting the terms of this Agreement have been made by either party except as contained herein. This Agreement may not be amended, modified or canceled except by written agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

COMPANY:

By: _____
Name: _____
Title: _____

The Language Group LLC

By: _____
Name: _____
Title: _____