

This non-disclosure agreement (“the Agreement”) is between Language Link Plus Ltd (“The Company”) whose registered address is at 268 Bath Road, Slough Berkshire SL1 4DX and..... (“The Receiver”) and refers to the disclosure, by either party to the other, of confidential information (“Confidential Information”) relating to its business activities.

For the purpose of this Agreement, Confidential information shall mean all and any technical, commercial or product information of either party of its clients or prospective clients, including without limitation data processes, specifications, drawings, designs, computer software, know-how and any other material bearing, or incorporating Confidential Information, and whether disclosed visually, orally, or in the form of drawings, recordings, written material or computer software.

The parties agree that:

1. They will disclose to one another, without charge, such Confidential Information as they deem necessary or useful in furtherance of their associated business activities, provided however that the protection to be accorded herein shall not extend to Confidential Information:
 - a) Is already known to it or in its before the disclosure hereunder free of any obligation to keep it confidential;
 - b) Is or becomes publicly known through no wrongful act or default of it; or
 - c) Is received from a third party without similar obligations of confidence and without breach of this Agreement.
2. The party receiving Confidential Information undertakes for a period of 5 years from the date of disclosure:
 - a) Not to, without prior written consent of the other party, to verbally, in writing or electronically disclose any Confidential Information to any person or body other than named employees, agents or sub-contractors and in respect of whom prior written approval has been granted by the MD;
 - b) To use such Confidential information only for the purpose provided;
 - c) To advise relevant employees agents or sub-contractors of their obligations of confidence with respect to Confidential Information and to take reasonable steps to ensure compliance by such employees agents or sub-contractors with the provision of this Clause 2.
3. No license to a party, under any trademark, patent, copyright or other intellectual property right, is either granted or implied by the conveying of confidential Information. No Confidential Information disclosed shall constitute any representation, warranty, assurance, guarantee or inducement by either party, particular with respect to the non-infringement of trademarks, patents, copyrights or other intellectual property right, or other rights of third parties.
4. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to purchase products or services by either party or any commitment by either party to the marketing of any product or service.

5. Unless the disclosing party has agreed otherwise in writing, upon completion of the purpose for which Confidential Information has been disclosed, the receiving party shall return any Confidential Information and all copies made of it.
6. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or future exercise thereof.
7. Money damages may not be a sufficient remedy for a breach of this Agreement and the injured party is entitled to specific performance and injunctive relief and remedies for such a breach.
8. Notices hereunder shall be validly given if delivered by hand, sent by fax, e-mail upon the expiration of 12 hours after despatch and if posted upon the expiration of 48 hours after posting.
9. This Agreement will be governed by and construed in accordance with the Laws of England.
10. Any breach relating to any of the above clauses regarding confidentiality issues will deem as the termination of this agreement with immediate effect.

Signed for and on behalf of
Language Link Plus Ltd:

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Name:

Title:

Date:

Signed for and on behalf of
the Receiver:

.....

Name:

Title:

Date: