

# Transcript Divas Inc: Transcription Confidentiality Agreement

THIS AGREEMENT (the "Agreement") is entered into between

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(the "Discloser" or the "Disclosing Party"), with offices at

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and Transcript Divas Inc. a Delaware corporation, with registered offices at Suite 600, 1201 Orange Street, Wilmington, Delaware, 19801, USA (the "Recipient" or the "Receiving Party").

The Receiving Party desires to provide transcription services to the Disclosing Party. During the provision of services, the Disclosing Party may share certain information with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement the parties agree as follows:

## 1. Definition of Confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) information contained in audio and video recordings, (ii) transcriptions of audio and video recordings; and (iii) any other information that should reasonably be recognized as confidential information of the Disclosing Party.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

## 2. Disclosure of Confidential Information.

In accordance with seeking transcription services the Disclosing Party may disclose Confidential Information to the Receiving Party. The Disclosing Party will recognize that data that could be used to identify a respondent should not be able to be disclosed from research information, unless a respondent has given specific consent for such disclosure. The Disclosing Party takes responsibility for inclusion of such direct identifiers such as respondents names, addresses, postcodes or telephone numbers in the recordings

The Receiving Party will:

- (a) limit disclosure of any Confidential Information to its officers, employees, or agents (collectively "Representatives") who have a need to know such Confidential Information in order to provide the transcription services to which this Agreement relates, and only for that purpose;
- (b) advise its Representatives of the very private and very confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require their Representatives to sign similar legally binding Confidentiality Agreements;
- (c) keep all Confidential Information strictly confidential by using a high degree of care and security; and
- (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

### 3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the provision of transcription services and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

### 4. Return of Confidential Information.

Receiving Party shall return, delete or destroy all recordings embodying the Confidential Information provided including all transcripts and audio and video recordings, upon the earlier of (i) the completion and payment or termination of the project between the parties being contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request.

### 5. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Delaware (USA) applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The courts located in Delaware (USA) shall have sole and exclusive

jurisdiction over any disputes arising under the terms of this Agreement. Each Party hereby irrevocably waives its right to a trial by jury.

(c) Dispute Resolution (Negotiation/Mediation/Arbitration). In the event of any controversy or claim arising out of or relating to this agreement, or the breach thereof, the parties hereto shall enter into negotiation with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 7 days, then either party may, by notice to the other party and an online based recognized mediator, demand mediation under the Mediation Rules of the International Centre for Dispute Resolution. If settlement is not reached within 7 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration administered by a nationally recognised arbitrator in accordance with the International Centre for Dispute Resolution International Arbitration Rules. The number of arbitrators shall be one, the place of arbitration shall be Ontario (Canada). The language(s) of the arbitration shall be English.

(d) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

**Receiving Party**

By (Signature):

Printed Name: Andrew Dodson

Title: Director

Date:

**Disclosing Party**

By (Signature):

Printed Name:

Title:

Date: