

Transcript Divas Limited: Transcription Confidentiality Agreement

THIS AGREEMENT (the "Agreement") is entered into on this date _____
by and between (the "Discloser" or the " Disclosing Party")

_____,
and Transcript Divas Limited a company incorporated in United Kingdom and whose
registered office is at 27 Old Gloucester Street, London, WC1N 3AX (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 thirdparty 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 recognises 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 to do so. The Disclosing Party
takes responsibility for controlling direct identifiers such as respondents complete; names,
addresses, postcodes or telephone numbers in the recording process.

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 with the Receiving Party;

(c) shall 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 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. 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 the United Kingdom (UK) applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. Courts located in the UK shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(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 recognised 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 the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one, the place of arbitration shall be London (UK). 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 above written.

Receiving Party

By (Signature):

Printed Name: Andrew Dodson

Title: Director

Date:

Disclosing Party

By (Signature):

Printed Name:

Title:

Date: