

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidential and Non-Disclosure Agreement (“Agreement”) is entered into by and between _____ (“Discloser”) and Transcript Divas Inc., a company incorporated in Delaware State and whose registered office is at Suite 600, 1201 Orange Street, Wilmington, Delaware, 19801, USA (“Recipient”).

The Recipient acknowledges that the Discloser has certain confidential or sensitive information and or material. The Recipient requires access to this information and or material to complete the transcripts requested by the Discloser. The Discloser agrees to release this information to the Recipient for those purposes according to the terms and conditions contained in this Agreement. The Recipient agrees to the terms and conditions herein.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

1. Whenever used in this Agreement, the term “Confidential Information” will mean
 - (i) information exempt from disclosure to the public or other unauthorized persons; or
 - (ii) information related to the Disclosers network, its architecture and network security unless otherwise identified as non-confidential at the time of disclosure; or
 - (iii) any other information which the Discloser has identified to the Recipient in writing as confidential at the time of disclosure or within thirty (30) days after disclosure; or
 - (iv) information which would ordinarily be considered confidential or proprietary in the light of the circumstances surrounding disclosure. Confidential Information may take the form of (but is not limited to) plans, calculations, charts, concepts, know-how, inventions, licensed technology, design sheets, design data, diagrams, system design, materials, hardware, manuals, drawings, processes, schematics, specifications, instructions, explanations, research, test procedures and results, equipment, identity and descriptions of components or materials used, or any other material or information supplied by or on behalf of the Discloser or that is disclosed to or becomes known by the Recipient as a result of its dealings with the Discloser. Confidential Information may be tangible or intangible, electronic, microfilm, tape, and or disk form. Confidential Information may also include information disclosed to a party by third parties at the direction of the Discloser.

The Disclosers failure to expressly identify Confidential Information as such shall not in any way lessen or negate the Recipients' obligation to keep such information confidential in accordance with this Agreement.

2. Notwithstanding the foregoing, the term "Confidential Information" shall not be construed to include information that is

- (i) is or becomes readily available in public records or documents, other than as a result of a disclosure by the Recipient or other entity acting on behalf of the Recipient, or
- (ii) which can be documented to have been known by the Recipient prior to its disclosure by the Discloser, or
- (iii) which is disclosed pursuant to applicable law, judicial action, or government regulations.

3. The Recipient acknowledges that the Confidential Information is confidential and proprietary information of the Discloser and that its protection is essential to the security and mission of the Discloser. The purpose of this agreement is to enable Discloser to make disclosure of the Confidential Information to the Recipient while still maintaining rights in and control over the Confidential Information. The purpose is also to preserve the confidentiality of the Confidential Information and to prevent its unauthorized disclosure. It is understood that this agreement does not grant the Recipient an express or implied license or an option on a license or any other right to or interests in the Confidential Information.

4. The Recipient shall, and require its employees, officers, independent contractors, and subcontractors and any other entities acting on its behalf (collectively "Affiliates") to:

- a. Copy, reproduce, or use Confidential Information only for the purpose described herein and not for any other purpose unless specifically authorized to do so in writing by the Discloser; and
- b. Not permit any other person to use or disclose the Confidential Information for any purpose other than those expressly authorized by this Agreement or corresponding contract; and
- c. Disclose such Confidential Information only to those of its Affiliates who require knowledge of the same for the purpose described in herein; provided such Affiliates are obligated to maintain the confidentiality of the Confidential Information and otherwise comply with the terms of this Agreement; and
- d. Implement physical, electronic, and managerial safeguards to prevent unauthorized access to or use of Confidential Information, including without limitation,
 - Encrypting website data in both transit and at rest/storage on USA based, non-cloud servers.
 - Not storing Disclosers recordings or transcripts in the cloud, this includes not using any AI or automated speech to text software.
 - Typing transcripts by hand, using USA based typists only.
 - Deletion of transcripts and recordings after 60 days.
 - Use of two-factor authentication where possible, along with strong passwords.

- Providing our team a copy of the terms of this Agreement. Such restrictions will be at least as stringent as those applied by the Recipient to its own most valuable confidential and proprietary information.

5. The acts or omissions of the Recipients' Affiliates with respect to the Confidential Information shall be deemed to be acts or omissions of the Recipient.

6. The Recipient will not remove, obscure, and or alter any confidentiality and or trade secret notation from the Confidential Information without Disclosers prior written authorization.

7. Confidential Information will remain the exclusive property of the Discloser; as outlined in the corresponding contract or whenever requested by the Discloser, Confidential Information and all copies thereof, including summaries, reports or notes based thereon, unless otherwise expressly authorized by the Discloser in writing will be returned to the Discloser or destroyed after sixty 60 days.

8. The Recipient agrees that the breach of the terms of this Agreement would cause irreparable damage to Discloser. Therefore, the Recipient agrees that if it should breach its obligations hereunder, the Recipient will defend, indemnify, and hold the Discloser harmless from actual damages from losses that result from its breach, including attorneys' fees and costs. Also, the Discloser has the right to seek an order to restrain the Recipient from breaching this agreement. If the Discloser does seek such an order, the Recipient agrees at this time to waive any claim or defense that the Discloser has an adequate remedy at law or in damages.

9. This Agreement sets forth the entire agreement of the parties with respect to the use and disclosure of the Confidential Information and may be modified only by a writing signed by both parties. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Delaware, without regards to its conflicts of laws principles. Each Party irrevocably consents to the jurisdiction of the courts of the State of Delaware, in connection with any action to enforce the provisions of this Agreement or arising under or by reason of this Agreement.

10. Term. The Term of this Agreement shall be three years from the date of the last signature, provided however, the obligations of confidentiality shall continue and survive this Agreement.

Signed on behalf of the -

DISCLOSERS NAME:

SIGNATURE:

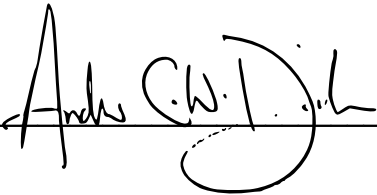
NAME OF PERSON SIGNING:

ROLE OF PERSON SIGNING:

DATE PERSON SIGNED:

RECIPIENTS NAME: Transcript Divas Inc.

SIGNATURE:

_____ 

NAME OF PERSON SIGNING: Andrew Dodson

ROLE OF PERSON SIGNING: Director

DATE PERSON SIGNED: 01/12/23