

## NON-DISCLOSURE AGREEMENT (NDA)

**This Non-Disclosure Agreement** ("Agreement") is made and entered into as of [Date], by and between [Transcription Company Name], a [State/Country of Incorporation] corporation, with its principal place of business located at [Address] ("Disclosing Party"), and [Recipient's Name], a [State/Country of Incorporation] corporation/individual, with its principal place of business located at [Address] ("Receiving Party").

RECITALS:

**WHEREAS**, the Disclosing Party possesses confidential and proprietary information related to its transcription services, methodologies, processes, and technology ("Confidential Information");

**WHEREAS**, the Receiving Party desires to receive and evaluate the Confidential Information for the purpose of [Purpose of Disclosure], pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean all non-public, proprietary, and confidential information disclosed by the Disclosing Party to the Receiving Party, including, but not limited to, transcription methodologies, processes, techniques, technologies, software,

customer data, business plans, financial information, and other proprietary information, whether disclosed orally, in writing, or by any other means.

## 2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

a) **Non-Disclosure:** Maintain the confidentiality of the Confidential Information and not disclose, disseminate, or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party.

b) **Non-Use:** Use the Confidential Information solely for the purpose of [Purpose of Disclosure] and not use the Confidential Information for any other purpose without the prior written consent of the Disclosing Party.

c) **Duty of Care:** Take reasonable measures to protect and safeguard the confidentiality of the Confidential Information, including implementing appropriate security measures to prevent unauthorized access, disclosure, or use of the Confidential Information.

## 3. PERMITTED DISCLOSURES

The Receiving Party may disclose the Confidential Information to its employees, contractors, advisors, and agents ("Authorized Personnel") who need to know the Confidential Information for the purpose of [Purpose of Disclosure] and are bound by written confidentiality obligations at least as restrictive as those set forth herein.

#### 4. DURATION OF CONFIDENTIALITY

The obligations of confidentiality set forth herein shall remain in effect for a period of [e.g., 2 years] from the date of disclosure of the Confidential Information.

#### 5. CONSEQUENCES OF BREACH

Any unauthorized disclosure or use of the Confidential Information by the Receiving Party or its Authorized Personnel in violation of this Agreement shall constitute a material breach of this Agreement. The Disclosing Party shall be entitled to seek injunctive relief, monetary damages, and other legal remedies available under applicable law for any breach of this Agreement.

#### 6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without giving effect to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved exclusively in the courts of [State/Country].

#### 7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to the same.

#### 8. AMENDMENTS

Any changes or modifications to this Agreement must be in writing and signed by both parties.

## 9. WAIVER

No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

## 10. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

**IN WITNESS WHEREOF**, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

[Transcription Company Name] [Recipient's Name]

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_