

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (the “**Agreement**”) is made on _____ (the “**Effective Date**”) between:

(1) **MCGOWAN TRANSCRIPTIONS**, a registered company, having its premises at 14 Lambourne Drive, Bagshot, Surrey, GU19 5BY; and

(2) _____ a company/individual existing under British law, whose principal office is at:

(the “**Transcriber**”).

(each a “**Party**” and together the “**Parties**”)

BACKGROUND

- A. The Transcriber has been engaged by McGowan Transcriptions, strictly on a self-employed basis, to perform the work of a transcriber and other associated duties within McGowan Transcriptions.
- B. McGowan Transcriptions needs to disclose certain Confidential Information as defined by this Agreement to the Transcriber in order for the Transcriber to perform any work assigned to them.
- C. The Transcriber shall receive the Confidential Information only for the purpose of transcribing the contents (the “**Purpose**”).
- D. The Transcriber acknowledges and agrees:
 - (1) McGowan Transcriptions or its clients may suffer loss or damage if the Confidential Information is disclosed: and
 - (2) McGowan Transcriptions may suffer loss and damage if certain reasonable restraints and other requirements contained in this Agreement or communicated to the Transcriber from time-to-time are not observed.
- E. The Transcriber has agreed to keep confidential all Confidential Information and to observe the terms of this Agreement.

Definitions:

1. **“Confidential Information”** means any information that falls within the types of information which has been designated as confidential by McGowan Transcriptions or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), including but not limited to, all audio files and transcripts to which the Transcriber has access to, all templates, discussion guides, training documents, client information (including, but not limited to emails and any information contained on Global Lounge or ShareFile), all Slack messages (bar any contained on the Random channel) or any other instant messaging forum belonging to McGowan Transcriptions, together with any other business affairs, properties, assets, trading practices, technical information, goods, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of McGowan Transcriptions (including its staff and other transcribers engaged by McGowan Transcriptions), together with all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and all other types of information deemed sensitive by McGowan Transcriptions.

The Parties agree as follows:

1. The Transcriber shall:

- 1.1 Use their best efforts and upmost diligence to guard and protect the Confidential Information from disclosure to any third party (including, but not limited to, any competitor of McGowan Transcriptions);
- 1.2 treat the Confidential Information with the same care as it treats its own confidential and proprietary information, but in any event no less than a commercially reasonable standard of care;
- 1.3 not use the Confidential Information except for the Purpose; and
- 1.4 not disclose or use the Confidential Information for their own benefit.

2. Confidential Information shall not include information which:

- 2.1 is or becomes part of the public domain, other than through the Transcriber's breach of this Agreement;
 - 2.2 was already in the Transcriber's possession prior to the date of this Agreement, as proven by written records;
 - 2.3 becomes known to the Transcriber by a third party who has the right to disclose such information without any breach of confidentiality; or
 - 2.4 is required to be disclosed by applicable law, court order, or order of a governmental department or agency, provided that the Transcriber, where legally permitted to do so, gives McGowan Transcriptions adequate and prompt advance written notice so that McGowan Transcriptions can seek protective measures.
3. McGowan Transcriptions confirms that it has the authority to disclose the Confidential Information.
 4. To the extent that it is permitted by law, McGowan Transcriptions excludes all other representations, warranties, and conditions, both express and implied, including, without limitation, accuracy, completeness, quality, and fitness for any purpose of the Confidential Information.

5. Clients:

- 5.1 The Transcriber agrees not to, either directly or indirectly in any capacity:
 - (a) initiate any contact with, solicit or endeavour to entice from McGowan Transcriptions, any clients, customers, suppliers or other transcribers of McGowan Transcriptions;
 - (b) counsel, procure or otherwise assist any person or entity to do any of the acts referred to in subclause (a) above without the prior written consent of McGowan Transcriptions for the time that the Transcriber is engaged by McGowan Transcriptions for the Purpose and for the period of TWO YEARS from the date of receipt of the last payment to the Transcriber by McGowan Transcriptions.
 - (c) The time limit referred to in subclause (b) above does NOT apply to any Confidential Information relating to any UK Government-related work or projects. For the purpose of such work or projects the obligations of confidentiality in this Agreement shall survive any termination or expiration of this Agreement and shall continue in perpetuity until, for each item of Confidential Information, an exception to confidentiality in clause 2 applies.

5.2 The Transcriber further agrees that any contact with any client, customer or supplier of McGowan Transcriptions, whether initiated by the Transcriber or by the client, customer or supplier, will be reported to McGowan Transcriptions.

6. Terms and Policies:

The Transcriber agrees to follow the guidelines and terms about confidentiality and other matters, including but not limited to data protection and IT security, as published and amended from time-to-time by McGowan Transcriptions.

7. Cessation:

Following cessation of their engagement by McGowan Transcriptions, however caused, the Transcriber will continue to deal with all Confidential Information in the manner set out in this Agreement.

8. Return or destruction of Confidential Information

8.1 The Transcriber agrees that immediately upon cessation of their engagement by McGowan Transcriptions, however caused, or if requested at any other time by McGowan Transcriptions, the Transcriber will deliver to McGowan Transcriptions all copies of Confidential Information capable of being delivered, and will permanently erase all electronic copies of Confidential Information that the Transcriber has in their possession, power or control, in such a manner that it cannot be recovered.

8.2 All Confidential Information disclosed under this Agreement remains the property of McGowan Transcriptions. Nothing in this Agreement shall be construed as a grant of any right, title, or interest in any information, copyright, patent, or other intellectual property right to the Transcriber.

9. Assignment

9.1 No assignment of any right or interest and no delegation of any obligation under this Agreement may be made by the Transcriber without the express prior written consent of McGowan Transcriptions. Any attempted assignments or delegations without such consent will be void.

9.2 McGowan Transcriptions may assign this Agreement to any successor and/or permitted assignees.

9.3 No one who is not a party to this Agreement is intended to or may benefit from its terms because of the Contracts (Rights of Third Parties) Act 1999.

10. Remedies

The Transcriber agrees that damages would not be a sufficient remedy for any breach of this Agreement and McGowan Transcriptions may be entitled to, but not limited to, other remedies available at law or equity, including but not limited to, injunctive relief and specific performance.

11. Costs

McGowan Transcriptions is entitled to reimbursement of its reasonable costs and legal fees incurred in enforcing any of the terms of this Agreement if they are successful in doing so in a UK court or other competent authority.

12. Severability

If any provision of this Agreement is found by any UK court or other competent authority to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

13. Non-waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

14. Jurisdiction

14.1 This Agreement is governed by, and is to be construed in accordance with, English law.

14.2 The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

15. Renewal

This Agreement will be resigned by the Parties on an annual basis.

16. Miscellaneous

16.1 The Parties are independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between the Parties. Neither Party will make any warranties or representations or assume any obligations on the other Party's behalf.

14.2 This Agreement and any attachments constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement may only be amended in writing, signed by authorised representatives of each Party.

The Parties have signed this Agreement by their duly authorised representatives as of the Effective Date.

McGowan Transcriptions

Transcriber:

Signed:

Signed: _____

Name: Joe McGowan

Name: _____

Title: Managing Director

Title: _____

Date: _____

Date: _____