

Transcript Cosmos confidentiality agreement

Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between _____, "Disclosing Party") and Transcript Cosmos ("Receiving Party") for the purpose of preventing the unauthorized use and disclosure of Confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the use and disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include any information, material, data, or know-how, including trade secrets and proprietary information, that is not generally known to the public and that is disclosed, either written or orally, to be or appears to a reasonable person to be proprietary or confidential. If Confidential Information is in written form, Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, Disclosing Party shall promptly provide notice in writing indicating that such oral communication constituted Confidential Information.

2. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Upon written request by Disclosing Party, Receiving Party shall immediately return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information.

3. Rights in Confidential Information

Disclosing Party shall hold and maintain all rights, title, and interest in and to any Confidential Information. This Agreement and the disclosure of any Confidential Information by Disclosing Party to Receiving Party shall not be construed as granting Receiving Party any rights, title, or interest in the Confidential Information, including any rights in copyright, trademark, patent, or any other intellectual property right.

4. Term

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Governance

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Ontario (Canada) 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 Ontario (Canada) shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

6. Relationship

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint

7. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

The failure by either party to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

8. Entire Agreement

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a written agreement signed by both parties.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

Receiving Party

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Dated: _____

Dated: _____