

Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Aberdeen Captioning Inc. ("Disclosing Party") and _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

- 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material in the form of audio and video media that relates to all work assigned by the Disclosing Party.
- 2. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. 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 of such work done for the Disclosing Party, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall not list or post any work related to the Confidential Information in any form, including, but not limited to, online or offline literature. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- 3. Time Periods.** 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 confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- 4. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner or joint venture of the other party for any purpose.
- 5. 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.
- 6. Integration.** 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 writing signed by both parties.

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

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.

Signature:

Printed Name:

Date: _____