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Somerset Road, Green Point, Cape Town, South Africa,  
8005

## **Confidentiality Agreement**

Alternative Solutions have agreed to provide \_\_\_\_\_ (the "recipient") with information which Alternative Solutions considers to be confidential in nature (the "Confidential Information") to enable the recipient to provide transcription related services (the "Purpose") to Alternative Solutions. THE RECIPIENT AGREES AS FOLLOWS:

1. I hereby undertake not, during the term of my contracts, or after their completion, for any reason unless expressly authorised by Alternative Solutions, or required by law, to disclose to any unauthorized person, nor use, any confidential information relating to or received from Alternative Solutions, its staff, or other related parties.

Confidential information includes but is not limited to financial information, client contact information, information contained in audio and video files, as well as the transcriptions of audio and video recordings originating from Alternative Solutions or related parties.

The signatories will hereby undertake;

- i. not to communicate, disclose or make available all or any part of the Confidential Information to any third party;
- ii. not directly or indirectly use, or permit others to use, the Confidential Information other than for the purpose;
- iii. not make any announcement or disclosure in connection with the Confidential Information or the purpose without the prior written consent of Alternative Solutions.

2. The obligations of confidentiality and non-use will not apply with respect to any of the following:

- i. information which is generally available to the public;
- ii. information already known to the party at the time of disclosure;
- iii. information which is subsequently disclosed by third parties having no obligations of confidentiality;
- iv. information which is or becomes generally available to the public in printed publications in general circulation Internationally or in South Africa through no act or default on the part of the parties or their agents, employees or professional advisers.

3. I understand that the use and disclosure of all information about identifiable living individuals is governed by South African law. I will not use any personal data I acquire during my work for any purpose that is or may be incompatible with the purposes specified in this agreement. That is the transcription of audio and video files into a typed format.



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4. I understand that I am required to keep all confidential and personal data securely. This means ensuring all electronic information is password protected by passwords only in use by the signatories' of this agreement.

5. I hereby undertake to ensure that all records provided or created for the purposes of this agreement, including any back-up records, are passed back to Alternative Solutions or permanently deleted. Once I have received confirmation that the work I was contracted to do has been satisfactorily completed and all the required information has been provided in accordance with Alternative Solutions wishes all remaining records will be deleted / and or destroyed.

6. I understand that Alternative Solutions reserves the right to take legal action against any breach of confidence.

7. The rights, duties, and obligations of the parties and the validity, interpretation, performance and legal effect of this agreement shall be governed and determined by the laws of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African Courts.

Date .....

Printed Name.....

Signed Name.....

Witness Name.....

Address.....

.....

.....



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## **Privacy Agreement**

1. To hold in strictest confidence the identification of any individual that may be inadvertently revealed during the transcription of electronically recorded media, or in any associated documents;
2. To not make copies of any electronic media or transcribed files of the transcribed texts, unless specifically requested to do so by [client's name];
3. To store all related electronic media and materials in a safe, secure location as long as requested by [client's name] and/or no period exceeding four weeks.
4. To return all transcripts to [client's name] in a complete and timely manner.
5. To delete all electronic files containing transcript-related documents from server and any back-up storage areas.