

Mutual Non-Disclosure Agreement

ScoutCo Platforms — Confidentiality · Version date: 30 August 2026

Parties

This Mutual Non-Disclosure Agreement ("Agreement") is made between:

Party A: ScoutCo, a trading name currently operating as a pre-incorporation entity with legal entity registration pending, whose correspondence address is [address] ("ScoutCo"). ScoutCo operates the review and approval platforms available at earshots.io, trackscout.io, mixscout.io, cutscout.io, filescout.io, scoutco.io and podlook.io (together, "the Platform"). Each of these, including Podlook, is a product of ScoutCo.

Party B: [Client company name], a company registered in [jurisdiction] with registered number [number], whose correspondence address is [address] ("Client").

Together referred to as the "Parties" and individually as a "Party".

1. Purpose

The Parties wish to explore and engage in a commercial relationship whereby the Client uses the Platform for audio post-production, music supervision, video post-production and/or podcast production workflows. In connection with this relationship, each Party may disclose Confidential Information to the other.

This Agreement governs the treatment of such Confidential Information.

2. Definition of Confidential Information

"Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), whether orally, in writing, electronically, or by any other means, that:

- Is designated as confidential at the time of disclosure; or
- Ought reasonably to be understood as confidential given the nature of the information and the circumstances of its disclosure.

For the avoidance of doubt, Confidential Information includes:

- In respect of the Client: client lists, project identities, creative works, composer and music supervisor relationships, podcast host and guest relationships, unreleased episode content, production schedules, commercial terms, and any audio, video or podcast content uploaded to the Platform
- In respect of ScoutCo: platform architecture, source code, pricing models, roadmap, and business strategy

"Confidential Information" does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party
- Was already known to the Receiving Party prior to disclosure, as evidenced by written records
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information
- Is received from a third party with authority to disclose it without restriction
- Is required to be disclosed by law, court order, or regulatory authority — provided the Receiving Party gives the Disclosing Party prompt written notice (where legally permissible) and cooperates in seeking a protective order

3. Obligations of the Receiving Party

Each Party undertakes to:

- Keep the Disclosing Party's Confidential Information strictly confidential
- Use Confidential Information solely for the purpose of evaluating or engaging in the commercial relationship described in clause 1
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party
- Limit internal disclosure to those employees, contractors, and advisors who have a genuine need to know, and who are bound by confidentiality obligations at least as protective as this Agreement
- Apply the same standard of care to protect the Disclosing Party's Confidential Information as it applies to its own confidential information, and in any event no less than a reasonable standard of care
- Promptly notify the Disclosing Party on becoming aware of any actual or suspected breach of this Agreement

4. Platform-Specific Commitments by ScoutCo

In addition to its general obligations under clause 3, ScoutCo specifically commits that:

- No individual working on or for ScoutCo in a capacity as a practitioner in the audio post-production, music supervision, video post-production or podcast production industries shall access or review Client project content for any commercial or professional purpose
- Client project data — including uploaded files, project metadata, collaborator identities, transcripts, and comment content — shall not be shared with, accessed by, or made available to any other client of the Platform
- Each ScoutCo product line runs in its own isolated database, so Client data held in one product is not accessible through another
- Access to Client data at database or infrastructure level is limited to the Chief Technology Officer of ScoutCo for operational purposes. Such access is logged

- ScoutCo shall not use any knowledge of Client projects, collaborators, or creative works to inform its own commercial activities or those of its principals

5. Return or Destruction of Information

On written request by the Disclosing Party, or on termination of the commercial relationship, the Receiving Party shall promptly:

- Return all tangible Confidential Information to the Disclosing Party; or
- Permanently delete or destroy all copies of Confidential Information in its possession or control

And certify in writing that it has done so. This obligation does not apply to information required to be retained by law.

6. No Licence

Nothing in this Agreement grants either Party any licence or right in respect of the other's intellectual property. Confidential Information remains the property of the Disclosing Party at all times.

7. No Warranty

Confidential Information is disclosed "as is". The Disclosing Party makes no representation or warranty as to the accuracy, completeness, or fitness for purpose of any Confidential Information.

8. Term

This Agreement commences on the date of last signature and continues for a period of three (3) years, unless earlier terminated by either Party on 30 days' written notice. The obligations of confidentiality in respect of Confidential Information disclosed during the term shall survive termination for a further three (3) years.

9. Remedies

Each Party acknowledges that breach of this Agreement may cause irreparable harm for which damages alone would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, without prejudice to any other rights or remedies available.

10. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with this Agreement.

11. General

- This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior oral or written understandings

- No variation to this Agreement is effective unless made in writing and signed by both Parties
 - Failure to exercise any right under this Agreement does not constitute a waiver of that right
 - If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force
 - This Agreement may be executed in counterparts, each of which shall constitute an original
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Signatures

Signed for and on behalf of ScoutCo:

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of Client:

Signature: _____

Name: _____

Title: _____

Date: _____