

THIS NON-DISCLOSURE AGREEMENT between: the Client (“the client”), and David Plumlee (“the editor”), relates to the revelation of certain proprietary and/or confidential information by the client during discussions concerning the development of the client’s editing project, otherwise the project. The terms and the obligations of both parties under this Agreement (items 1-9 below) shall come into effect immediately and will survive termination of the Agreement between the parties and shall be binding upon their respective heirs, successors, assigns, and affiliates. The client wishes to protect any of his proprietary or confidential information being revealed under this agreement, and, to that end, the parties hereby agree as follows:

1. **Proprietary and Confidential Information.** Both parties agree that any and all proprietary and/or confidential information, whether written or oral, which is disclosed to the editor, shall be subject to the terms of this agreement. During the term of this agreement and thereafter, the editor must not, for any reason whatsoever, either individually or in partnership or jointly or in conjunction with any person or persons, firm, company, or corporation, as employee, independent contractor, principal, agent, shareholder, director, or in any other manner, whether directly or indirectly, share and/or sell information the client provides to the editor.
2. **Non-disclosure to Third Parties.** The editor of the information shall treat the information as the proprietary and confidential information of the client’s, and shall not disclose the information to any other person or entity except as authorized, and shall safeguard the information at least to the same extent that it would her own proprietary and confidential information. The editor shall immediately notify the client of any request by any third person that the information be disclosed and shall cooperate with the client in his or her efforts to protect the information from disclosure. The editor further agrees to promptly notify the client of any request by a court or regulatory agency (or other governmental body) for information owned by the client prior to complying with such a request, and to cooperate with the client in obtaining adequate protective orders and arrangements for the information.
3. **Publicity.** The editor shall not publicly either announce or disclose the terms or conditions of this agreement, or the fact that the aforementioned discussions are taking place or the nature of such discussions, without the prior written consent of the client. This provision shall survive any expiration, termination, or cancellation of this agreement.
4. **Ownership and Use of Information.** All information delivered by the client to the editor pursuant to this agreement shall be and remain the property of the client and such information, if written, and any paper copies or electronic versions thereof, as well as any summaries of any information disclosed orally, shall be returned to the client within 48 hours from receipt of written request or destroyed, at the client’s choice. The editor shall not use the information for any purpose other than to evaluate possible improvements to the structure, organization, grammar and depth of information provided. In any event, the disclosure by the client of information shall in no way preclude the receiving party from purchasing or using similar information or products.

- 5. **Survival.** The terms, conditions and warranties contained in this agreement by their sense and context are intended to survive the performance hereof by either or both parties hereunder, shall so survive the completion of performance or termination of this agreement.

- 6. **Legal Obligation.** The editor acknowledges and agrees that the client reserves the right to take any legal action to which s/he may be entitled in the event of breach, in full or in part, of the confidentiality and non-disclosure provisions of this agreement.

- 7. **Employee Access and Control of Information.** The editor shall maintain a list of the names of her representatives, if any, who shall have had access to same, and shall furnish such list to the client at his or her request. However, prior to any such access, the editor shall inform each such representative of the proprietary and confidential nature of the information and of the editor’s obligations under this agreement. Each such representative shall also be informed that, by accepting such access, he or she thereby agrees to be bound by the provisions of this agreement. Furthermore, by allowing any such access, the editor agrees to be and remain jointly and severally liable for any disclosure by any such representative not in accordance with this agreement.

- 8. **Exceptions.** The obligations contained herein shall not apply to: (a) information which is now in or hereafter enters the public domain without a breach of this agreement; (b) information known to the editor prior to the time of disclosure by the client or independently developed by the editor’s representatives without access to the client’s personal information; or (c) information disclosed in good faith to the editor by a third person legally entitled to disclose the same.

- 9. **Miscellaneous.** The obligations of the parties shall be binding on and be to the benefit of their respective heirs, successors, assigns, and affiliates. This agreement may be amended or modified only by a subsequent agreement in writing.

By: _____
Client (the Client)

By: _____
Editor (David Plumlee)

Date

Date