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Non-Disclosure and Confidentiality Agreement

This Agreement of Non-Disclosure and Confidentiality (hereby referred to as Agreement) has been made and entered into as of _____ between _____ and Debra L Hartmann, and The Pro Book Editor and Indie Author Publishing Services entities. Before your materials are shared with any other team members of the stated entities, you will be provided with additional agreements that have been individually signed by each freelancer.

The purpose of this agreement is to work together on a mutually beneficial service contract and specify the clauses that are valid under a Non-Disclosure and Confidentiality Agreement. This agreement is signed with the purpose of ensuring clients there will be no unauthorized disclosure of confidential information, as defined and agreed upon by the cosigners. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

Terms and Conditions

1. Confidential information refers to any information that is disclosed by one party to the other, either directly or indirectly in writing or orally. Confidential information does not include any information that the party receiving the information can prove was known earlier in a public capacity and was made available through no fault of the party receiving the information. Confidential information also does not include any information that was available to the receiving party before the signing of the agreement and therefore, invalid under confidentiality restrictions. The company receiving the information is called the Receiving Party and the company disclosing the information is called the Disclosing Party.
2. The confidential information as disclosed by the party is not to be used for any commercial or otherwise beneficial purposes and is to be used only to be discussed between the two parties. The receiving party is not supposed to disclose the information to anyone. The receiving party is not allowed to use the information for any other purpose than is outlined in the free sample offer on the website at www.theprobookeditor.com and www.indieauthorpublishingservices.com, consultation requests, and/or the contracted services as outlined in any contracts existing or future that violate the confidentiality of the agreement. Confidential information is the author's manuscript, any documents, and any discussion and any email discussion of said material.
3. The receiving party shall take utmost care to ensure that the confidential information received from the disclosing party is protected. All employees who have access to the

information will be made to sign a similar nonuse and non-disclosure agreement to protect the information. There will be no copies made of the information unless previously agreed upon. In an event that the confidential information is disclosed the receiving party will immediately inform the disclosing party.

4. The disclosure of confidential information does not in any way make either party obligatory of any transaction. Both parties reserve the right to termination of discussion as and when they contemplate important.
5. All information provided by the disclosing party is as is and there is no warranty about the accuracy of the same.
6. All hard copy documents and copies of the information will be returned to the disclosing party by the receiving party at the termination of the agreement. All electronic documents and copies of information will be deleted by the receiving party at the termination of the agreement.
7. Signing of this agreement does not give either of the parties the patent, mask work, or copyright of the confidential information.
8. This agreement is valid indefinitely from the date on which the information is disclosed and shall only be disclosed by the disclosing party or at the request of the disclosing party.
9. The agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire non-disclosure agreement between the parties. Any failure to enforce any provision of this agreement shall not constitute a waiver thereof or of any other provision hereof. This agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. The parties have executed this Non-disclosure and Confidentiality Agreement as of the date first above written.

RECEIVING PARTY:

Debra L Hartmann

Title: Publishing Consultant and Managing Editor at The Pro Book Editor and Indie Author Publishing Services

Date: _____



DISCLOSING PARTY:

Author: _____

Date: _____