

Confidentiality Agreement

working with D.E. Kendall

This Agreement is to confirm the terms and conditions pursuant to which you are prepared to disclose details of your project to me.

- 1.) This undertaking shall be binding upon me and all my employees, agents or professional advisers (together 'Relevant Persons').
- 2.) This undertaking extends to all information of whatever nature in whatever form relating to the project obtained from any source, including without limitation, information received from the Owner.
- 3.) I shall treat all confidential information as being strictly private and confidential, and shall take all steps necessary to prevent it from being disclosed or made public to any third party by any relevant person or coming by any means into the possession of any third party.
- 4.) I shall use the confidential information for the purpose of writing an outline for submission to literary agencies/publishers if applicable and, on conclusion of any potential publishing agreement for the writing of the book, I shall not use any part of the confidential information for any other purpose whatsoever.
- 5.) I shall not use or disclose or permit the disclosure by any person of the confidential information for the benefit of any third party or in such a way as to procure that I may at any time obtain commercial advantage over the Owner without prior permission of the Owner.
- 6.) Neither I nor the relevant persons shall by any means copy or part with possession of the whole or any part of the confidential information without prior permission of the Owner.

- 7.) The confidential information and its circulation shall be restricted to circulation and disclosure to individuals whose identity shall have been approved by the Owner prior to disclosure.
- 8.) Any legal ramifications relating to any and all content created on behalf of the Owner will remain sole responsibility of the Owner.
- 9.) I shall keep all materials containing confidential information in a safe and secure place, until such a time as the Owner requests its destruction or deletion.
- 10.) Once the Owner has approved project completion, in the circumstance of non-payment for 40 days, any and all content created by myself for their project will remain the intellectual property of myself, and I will retain copyright in lieu of payment – enabling me to market, advertise and sell the aforementioned content at my discretion, without contest from the Owner.
- 11.) Any special requirements to be listed as follows:
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Date:

Signed, Owner:

Date:

Signed, D.E. Kendall: