

Mutual Non-Disclosure Agreement

During the course of our discussions in connection with the editorial needs of <NAME> (the “Client”), and Documedic Editing Solutions (“Documedic”) and a possible relationship between the two, Documedic or its associates (the “Recipient”) will be provided with or obtain confidential knowledge of research projects, business documentation, corporate strategies, marketing research, strategic ideas, materials, and designs and documentation thereof, confidential data and confidential information of the other party and clients, the disclosure or use of which would be highly detrimental to the other party (the “Confidential Information”) or to clients, which the Recipient shall keep confidential.

In consideration for the provision and disclosure of such materials and information to the Recipient and for other good and valuable consideration, the receipt of which is acknowledged by these present, the parties agree as follows:

1. Any Confidential Information, in any format (whether tangible or intangible), received by the Recipient and which relates in any way to the Client or its business, strategies, products, or clients, shall be treated by the Recipient as strictly confidential. The Recipient shall hold all such Confidential Information in confidence and shall protect such Confidential Information from disclosure by taking commercially reasonable steps to preserve the secret of the Confidential Information to anyone except those who have a need to know same and who are directly involved in advising or working with the parties.
2. The Recipient shall not use any of the Confidential Information disclosed for any purpose without the prior written consent of the other party, other than the purpose of determining if a relationship can be created between the parties or furthering discussions with each other. In particular, the Recipient shall not use any of the Confidential Information for the purpose of copying, recreating, or plagiarizing the other party’s documentation or any part or section thereof.
3. Upon demand by either party at any time, the Recipient shall return all Confidential Information and any other materials furnished by the other party, and shall permanently eliminate from all of its computer systems and all its information storage systems, any representations, reproductions, or transcriptions of the Confidential Information, or any part thereof, and provide the other party with a written declaration to that effect.
4. If the Recipient attempts to use, or discloses or divulges the Confidential Information in any manner contrary to the terms of the Agreement, the Recipient agrees that the other party shall be entitled to equitable relief, including injunction and specific performance in the event of any breach of this Agreement, in addition to all other remedies available to it by law.
5. The above obligations commence effective as of the date of this Agreement and will survive termination of the relationship between the recipients, unless expressly superseded by a new agreement between the parties covering the same subject matter.

- 6. "Confidential Information" does not include information which
 - a. was known to the Recipient prior to this disclosure, as evidenced by satisfactory documentation;
 - b. is independently developed without any breach of this Agreement by Recipient's personnel who have not had access to any of the Confidential Information;
 - c. is required by the Recipient by law to be disclosed;
 - d. is lawfully furnished to the Recipient by a third party without a similar restriction on the third party's rights; and
 - e. is approved for release by written authorization of the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of <DATE>.

Documedic Editing Solutions

<NAME IN FULL>

Name: _____

Name: _____

Signature: _____

Signature: _____

Position: _____

Position: _____