AUTHOR/PUBLISHER NON-DISCLOSURE AGREEMENT

This Non Disclosure Agreement ("Agreement") is made and effective the \_\_/\_\_\_/\_\_\_\_\_ (the “effective Date”).

**BETWEEN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the "Author"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_

**AND: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the "Publisher"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECITALS**

**WHEREAS,** the Author has developed a Proprietary system which the Publisher desires to have demonstrated by the Author;

**WHEREAS,** both parties understand that the terms of this Agreement shall govern their engagement, including any and all Proprietary information that may be exchanged in connection with the demonstration.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties agree as follows:

# AGREEMENT

Upon the execution of this Agreement, It is understood and agreed by both parties herein that in order to explore the possibility of a future engagement between the Author and the Publisher regarding the Author’s system, the Author shall demonstrate and explain the Proprietary system to the Publisher on the Publisher's computer system located at the Publisher's main office. A demonstration and explanation of the system shall be for the duration of one (1) day only.

The process will require the loading/installation of the system into the Publisher's computer. The Publisher acknowledges that the system is being demonstrated to the Publisher and being loaded/installed on the Publisher's computer equipment solely for demonstration purposes as provided in this section. The Publisher acknowledges that the system is a proprietary product of the Author.

# AUTHOR WARRANTIES

Author represents and warrants the following to Publisher:

## Author is the sole owner of the System and has the full power, authority and right to enter into this Publishing Agreement;

## This Agreement does not conflict with any other contracts, understandings, or arrangements between the Author and any other person or entity;

## The System is not in the public domain and is entirely original except for portions thereof for which legally effective written licences or permissions have been secured;

## The System as submitted, and its use by Publisher, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons and entities;

## The System and all the rights in Work are free of liens, claims, interests or rights in others of any kind;

## All information submitted to Publisher during the Demonstration is entirely accurate to the best knowledge of the Author.

# PROPRIETARY RIGHTS

All applicable rights to patents, copyrights, trademarks and trade secrets of the system shall remain exclusively the property of the Author, and the Publisher shall not attempt to acquire any rights or interests in the system by virtue of the demonstration of the system. The Publisher acknowledges that the confidentiality of the system, including the algorithms and all information (some of which may be Author’s trade secret) (some of which may be Author’s trade secret) provided by the Author is Proprietary to the Author. The Publisher hereby covenants not to disclose to any entity, or any third party for any reason whatsoever at any time during or after the demonstration of the system any aspect of the system, including the algorithms contained therein, or to permit any person whatsoever to access or make copies of any listings, files, object code, source code or other information regarding or generated by the system which come into the Publisher's possession or under the Publisher's control by reason of the demonstration of the system. The Publisher acknowledges that disclosure of any information regarding the system will give rise to irreparable and continuing injury to the Author which is not adequately compensable in monetary damages or at law. Accordingly, the Parties agree that the Author may obtain injunctive and other equitable relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies that may be available under this Agreement.

# CONFIDENTIALITY

At the conclusion of the demonstration of the system, the publisher shall, and hereby agrees to, erase or destroy the original system and all copies of the system, any portions thereof, or any information generated thereby, whether such be in electronic, magnetic, printed or other form. The Publisher further agrees that it will not copy or permit to be copied any system backup routine or similar routines of the system. The Publisher further agrees to take such steps as may be necessary or appropriate to maintain the confidentiality of the system during such time as the system may be evident on the Publisher's computer equipment or otherwise in the control of the Publisher or its employees, in a manner at least as secure as the Publisher maintains its own most confidential information and data.

# GENERAL TERMS

## Severability. If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be binding and effective.

## Governing Law. This agreement shall be governed by and construed in accordance with the laws of the [State/Province] of [STATE/PROVINCE.

## Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior agreements or communications between the parties concerning the System in any form. This Agreement may only be amended by an agreement in writing signed by both parties.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first above written.

**AUTHOR**

Authorised Signature

Print Name and Title

**PUBLISHER**

Authorised Signature

Print Name and Title