

Wallace Academic Editing

## Non-Disclosure Agreement

This Agreement (“Agreement”) is made as of \_\_\_\_\_ (mm/dd/yyyy)  
 (“Effective Date”) by and between Wallace Academic Editing (“Recipient”) and  
 \_\_\_\_\_ (“Discloser”).

WHEREAS, Discloser desires Recipient to provide editing, translation, or related services for Discloser, and wishes to assure that the confidentiality of any Confidential Information (as defined below) is maintained;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

### Section 1: Definition of Confidential Information

Confidential Information refers to any undisclosed information provided by Discloser to Recipient during the term of this Agreement, except for the following types of information:

1. Information that has been lawfully possessed by Recipient before its disclosure to Recipient by Discloser;
2. Information that already is or becomes publicly accessible or known without Recipient’s intentional or inadvertent breach of this Agreement;
3. Information that is lawfully disclosed to Recipient by a third party that is not subject to disclosure restrictions, and such disclosure to Recipient complies with this Agreement; and
4. Information that is independently developed by Recipient and/or a third party appointed by Recipient without directly using or referring to the information provided by Discloser.

### Section 2: Recipient’ Obligations Related to Confidential Information

1. Recipient’s use of Confidential Information is restricted to editing, translation, and related services. Unless required by the foregoing services for Discloser or authorized in writing by Discloser, Recipient shall not, for his/her own interest or for any third party’s interest, (a) possess, use, or reproduce any Confidential Information; (b) disclose, disseminate, or deliver Confidential Information to any third party; (c) make Confidential Information known to or used by any third party through any other means; or (d) release or publish Confidential

Information. Disclosure of Confidential Information by Discloser to Recipient is not intended to grant Recipient any intellectual property rights such as patents, trademarks, and copyrights.

2. Recipient shall perform due diligence of a bona fide administrator to protect Confidential Information.
3. Recipient may disclose Confidential Information to its employees, advisors, agents, or representatives (“Recipient Party”) who required the Confidential Information to provide the services contemplated in this Agreement, under the condition that Recipient shall have Recipient Party bound by confidentiality obligations no less stringent than those stated in this Agreement prior disclosure.
4. If Recipient is required by statutes or court orders to disclose any portion of Confidential Information, Recipient shall immediately notify Discloser in writing to provide Discloser with reasonable opportunities to seek appropriate legal remedies. After the said notification to Discloser, Recipient may disclose the specific portion of Confidential Information as required by statutes or court orders.
5. Upon the request of Discloser or the termination or expiration of this Agreement, Recipient shall immediately return Confidential Information and all documents, photographs, or other tangible media containing Confidential Information to Recipient, as well as delete or destroy Confidential Information that is saved in computers or other media. Recipient shall not keep summaries, copies, or other duplicates related to Confidential Information. However, Recipient may keep one copy of Confidential Information exclusively for use in case of potential disputes.
6. Upon discovery of any unauthorized disclosure or use of Confidential Information, Recipient shall notify and provide Discloser with reasonable assistance to prevent further unauthorized disclosure or use.

### Section 3: Others

1. Discloser warrants that he/she has the authority and right to disclose all the information that is provided to Recipient.
2. Both parties hereto are independent contractors, and nothing in this Agreement shall be construed to establish any partnership, authorization, joint venture, or other business relationship between Discloser and Recipient unless otherwise agreed by both parties.
3. Any modification of this Agreement shall be in writing and duly signed by both parties in order to take effect. No action or expression of Discloser shall be construed as a waiver of the rights contemplated in this Agreement unless so indicated by a written instrument signed by an authorized representative (proxy) of Discloser. If any term or provision of this Agreement is determined to be

invalid, all the other terms or provisions of this Agreement shall remain in full force and effect.

4. Recipient's total aggregate liability to Discloser for all breaches of this Agreement by either Recipient or Recipient Party will not exceed the service fees actually paid by Discloser to Receiver for the commissioned work.
5. This Agreement is the complete and final agreement between the parties and supersedes all prior agreements, drafts, or communications pertaining to the subject matter made between the parties.
6. Recipient's confidentiality obligations for Confidential Information shall continue for one year from the date of receiving such information. This Agreement shall enter into force upon signature. This Agreement may be terminated by either party upon thirty days written notice to the other party. The termination or expiration of this Agreement shall not relieve Recipient of the confidentiality obligations as stated in the preceding terms and paragraphs.
7. This Agreement is may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

<b>Wallace Academic Editing</b> Signature: Address:	Company/Personal Name: Signature: Address: Tel: Company/Personal ID No.:
---	---