

## **EDITOR NON-DISCLOSURE AGREEMENT**

Editor and Company wish to evidence by this agreement the manner in which said confidential and proprietary material will be treated. NOW, THEREFORE, it is agreed as follows:

### **1. PROPRIETARY INFORMATION**

Editor acknowledges that the System, research papers and articles etc provided by Company relating thereto ("Proprietary Information") are confidential and proprietary to the Company and/or the Company's clients; and Editor agrees to use reasonable care (the same being not less than that employed to protect Editor's own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof.

### **2. NON-DISCLOSURE**

Editor shall disclose or give access to Proprietary Information only to such Editor's employees, agents or contractors ("Editor Personnel") having a need-to-know in connection with Editor's engagement and for use in connection therewith. Editor will advise Editor Personnel having access to Proprietary Information of the confidential and proprietary nature thereof.

### **3. COPIES**

Any copies or reproductions of the Proprietary Information for non editing purpose are not allowed.

### **4. TERMINATION**

Editor shall, upon completion of the tasks assigned to Editor, upon termination of Editor's engagement with respect to the System, or upon demand, whichever is earliest, return any and all Proprietary Information (including any copies or reproductions thereof in its possession or control.

### **5. UNAUTHORIZED USE**

Editor shall promptly advise Company in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Editor Personnel or former Editor Personnel.

### **6. WORK PRODUCT**

Editor shall have no proprietary interest in the work product developed by Editor during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

### **7. INDEMNIFICATION**

Editor, at its own expense, shall defend, indemnify and hold harmless Company, its licensees, employees and agents, from any claim, demand, cause of action, debt or liability (including attorneys' fees) to the extent it is based on a claim that Editor Personnel in the course of their engagement on the System infringed or violated the patent, copyright, license or other proprietary right of a third party, provided Editor is notified promptly of such claim and provided that such claim is not based upon the Proprietary Information. Company may, at its expense, assist in such defense if it chooses. Editor shall have the right to control the defense in any such action and to enter into a stipulation of discontinuance and settlement of such claim in its discretion.

### **8. INJUNCTIVE RELIEF**

Editor acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

### **9. COMPLIANCE WITH LAW**

The Editor agrees to abide by all federal, state, and local laws, ordinances and regulations of the State of Colorado. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Editor (Print Name)**

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Zillionics Representative**

**Title:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Zillionics LLC, USA**

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