Embers Igniting Editing

Non-Disclosure Agreement

This non-disclosure Agreement is between CLIENTNAME ("Client") and Embers Igniting Editing ("Recipient"). The Client intends to disclose his or her information ("Creative Work") to the Recipient for the purpose of carrying out editorial services.

1. **Purpose.** The Recipient will not use the Creative Work for any purpose except the agreed upon editorial services without first obtaining written permission from the Client.

2. **Proprietary and Confidential Information.** The Recipient will keep the Creative Work secure and not disclose it to any third party—except to its employees, contractors, and professional advisors as necessary for the editorial services, who likewise owe a duty of confidence to the Client, and who are bound by obligations in this Agreement.

3. **Exceptions.** The undertakings in clauses 1 and 2 above apply to all of the information disclosed by the Client to the Recipient, regardless of the way or form in which it is disclosed or recorded, but they do not apply to any information which comes into the public domain in the future (e.g., If the Client shares part of an edit done by Embers Igniting Editing with their social media followers, that part of the edit would then not be bound by this Agreement.)

4. **Legal Obligation.** Nothing in this Agreement will prevent the Recipient from making any disclosure of the Creative Work required by law.

5. **Obligations of Receiving Party.** The Recipient will, on request from the Client, return all copies and records of the Creative Work to the Client and will not retain any copies or records of the Creative Work.

6. **Relationships.** Neither this agreement nor the supply of any information grants the Recipient any license, interest, or right in respect of any intellectual property rights of the Client.

7. **Survival.** The terms and conditions in this Agreement are intended to survive the completion of the editorial services.

Client Signature: _____   Date: _____

Recipient Signature: _____   Date: _____