



W.H.Wax Publishing, LLC NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the “*Agreement*”) is effective immediately upon submission of manuscript and/or material (the “*Work*”),

BETWEEN: The Author or authorized representative of the Author,

AND: W.H.Wax Publishing, LLC (the 'Publisher'), a corporation organized and existing under the laws of Arkansas with its primary office located at: 619 County Road 249, Calico Rock, Arkansas 72519.

WHEREAS the Author has developed proprietary *Work* which the Publisher desires to have demonstrated by the Author.

Definition of the “*Work*”: The Publisher defines the *Work* as an idea or handwritten or typed document or book. It is further understood that the *Work* may include illustrations, a storyboard, graphics, or other contents such as photos, graphs, tables, and charts which are also protected under this NDA.

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

1. DEMONSTRATION

In order to explore the possibility of a future collaboration between the Author and the Publisher regarding the *Work*, the Author shall demonstrate the *Work* to the Publisher on the Publisher's computer equipment located at the Publisher's primary office. A demonstration of the *Work* will require the loading of the *Work* into the Publisher's computer. The Publisher acknowledges that the *Work* is being demonstrated to the Publisher and being loaded into the Publisher's computer equipment solely for demonstration purposes. The Publisher acknowledges that the *Work* is a proprietary product of the Author.

2. PROPRIETARY RIGHTS

All applicable rights to contents, copyrights, and trademarks of the *Work* are retained exclusively by the Author, and the Publisher shall acquire no rights or interests in the *Work* by virtue of the demonstration of the *Work*. The Publisher acknowledges that the confidentiality of the *Work*, including new ideas and revisions, are essential to the business of the Author. The Publisher hereby agrees not to disclose to any person whatsoever outside of the Publisher’s organization at any time during or after the demonstration of the *Work*, any aspect of the *Work*, or to permit any person whatsoever to examine or make copies of any listings, files, object code, source code or other information regarding or generated by the *Work* which come into the Publisher's possession or under the Publisher's control by reason of the

demonstration of the *Work*. The Publisher acknowledges that disclosure of any information regarding the *Work* will give rise to irreparable injury to the Author, inadequately compensable in damages. Accordingly, the Publisher hereby consents to obtaining by the Author of injunctive relief against the breach or threatened breach of the undertakings of the Publisher contained herein.

3. CONFIDENTIALITY

At the conclusion of the demonstration of the *Work*, the publisher shall, and hereby agrees to, erase or destroy copies of the *Work*, 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 *Work* backup routine or similar routines of the *Work*. The Publisher further agrees to take such steps as may be necessary or appropriate to maintain the confidentiality of the *Work* during such time as the *Work* 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.

Manuscript Submission Requirements: In order to receive a free manuscript evaluation and developmental editing, the Author's manuscript (the *Work*) must be submitted as a .docx – Word document. It is recommended that the Author use a writing aid such as ProWritingAid, AutoCrit, or Grammarly when typing their manuscript. To simply discuss ideas for possible book development or ghostwriting, please contact W.H.Wax Publishing, LLC at support@whwaxpublishing.com for a free consultation.

Submission of Manuscript: All typed manuscripts must be submitted by completing the Free Quote & Consultation at <https://www.whwaxpublishing.com/freequote>

Publisher

W. H. Wax
Founder & CEO

W.H.Wax Publishing, LLC supports the IBPA's Hybrid Publisher Criteria

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