

# NON-DISCLOSURE AND PUBLISHING SERVICES AGREEMENT

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This Non-Disclosure and Publishing Services Agreement is made and entered into in accordance with the laws of the Republic of Zambia by **Wealthwise Consulting Enterprise**, a publishing and consulting firm duly established under the laws of the Republic of Zambia (Hereinafter referred to as “the Publisher”)

This Agreement sets out the terms under which Wealthwise Consulting Enterprise receives manuscripts, creative works, ideas and related materials from clients for the purpose of providing publishing and related services, while ensuring strict confidentiality and protection of intellectual property rights.

## CONFIDENTIALITY OBLIGATION

The Publisher hereby undertakes and agrees that:

- Any manuscript, draft, concept, idea, outline, personal story, research material, business information or other content provided by the Client (“Confidential Information”) shall be treated as strictly confidential.
- The Publisher shall:
  - Not disclose the Confidential Information to any third party without the prior written consent of the Client.
  - Not reproduce, distribute, publish, sell or otherwise exploit the Confidential Information without the Client’s express written authorization.
  - Use the Confidential Information solely for the purpose of providing agreed publishing and related services.
- Confidential Information may only be shared with employees, contractors, editors, designers or service providers strictly on a need-to-know basis and under equivalent confidentiality obligations.
- This confidentiality obligation shall remain in force during the course of engagement and indefinitely thereafter, unless the information becomes publicly available through lawful means not attributable to the Publisher.

## COPYRIGHT OWNERSHIP

- The Client retains 100% ownership and copyright in and to their manuscript, work and all intellectual property submitted to the Publisher.

- Nothing in this agreement shall be construed as an assignment of copyright, a transfer of ownership rights or a grant of exclusive rights to the Publisher.
- The Publisher acts strictly as a publishing service provider and acquires no ownership interest in the Client's work.
- Any publishing, printing, marketing or distribution of the Client's work shall only occur pursuant to a separate written agreement or written authorization signed by the Client.

## **PERMITTED USE**

- The Publisher may only use the Client's work
  - For editing, formatting, design, printing, publishing consultation or other services expressly requested by the Client.
- The book cover design may be used for promotional or marketing purposes by the publisher but contents of the book remain under strict confidentiality.

## **NO IMPLIED PARTNERSHIP**

Nothing in this Agreement shall be construed as creating:

- A partnership,
- Joint venture,
- Agency relationship,
- Or co-authorship between the Publisher and the Client.

## **LIABILITY**

- The Publisher shall take reasonable and professional measures to safeguard all Confidential Information.

## **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Zambia.

This document constitutes the Publisher's binding confidentiality undertaking and shall be presented to Clients prior to receipt of any manuscript or creative material.

