Non- Disclosure Agreement

Between Retta Flagg, author of “The Journeys of Ignomatius: The Seven Sisters” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You, as a Beta Test Reader (a “Reader”), have chosen to participate in a project (the “Project” which will consist of reading, editing and giving feedback on the book, “The Journeys of Ignomatius: The Seven Sisters).  Your agreement to the following provisions of this Confidentiality & Non-Disclosure Agreement (the “Reader’s Agreement”) is a pre-condition to my disclosure of the Book (“The Journeys of Ignomatius: The Seven Sisters) to you and to your being able to participate in the feedback process.  Please review the following provisions of this Reader’s Agreement and, if you agree, indicate your agreement with the following by signing where indicated:

1. You hereby acknowledge and agree that the book, manuscript, or other written work that is provided to you in connection with this Project, as well as all original text, language, sentences, phrases, ideas, concepts, characters, plots, information, and other content contained therein (collectively, the “Book”), are and will remain the exclusive property of the author (Retta Flagg) who wrote the Book (the “Author”).  You further acknowledge and agree that the Author retains all rights to the Book and that you acquire no rights or interests therein by virtue of your participation in the Project.  You further acknowledge and agree that the Book is essential to the business of the Author and that any disclosure or use of the Book other than in connection with the Project or with the express prior written permission of the Author will give rise to irreparable injury to the Author.

2. You hereby agree to protect the "CONFIDENTIAL" nature of all of the Confidential Information relating to the Book that is disclosed during or in connection with this Project.  You hereby agree that you will NOT disclose the Confidential Information to anyone (not even to your relatives or best friends).  You hereby further agree that, apart from the Project, you will NOT manufacture, sell, deal in or otherwise use or appropriate the Confidential Information in any way, including but not limited to adaptation, imitation, redesign, or modification.  The term “Confidential Information” includes the Book (as defined above) and any other materials that are provided to you in connection with your participation in the Project.  “Confidential Information,” however, does not include information that (1) was known by you prior to the date on which you indicate your agreement with the provisions of this Reader’s Agreement, (2) is at the time of the use or disclosure generally known to the public (other than as a result of an unauthorized use or disclosure), or (3) is expressly approved for use or disclosure by the Author.

3. You are NOT authorized to, and you hereby agree that you will not, save to your hard drive or otherwise copy or reproduce the Book or any other Confidential Information.

4. You understand and agree that the Author is entitled to commence a lawsuit against you and/or anyone else who uses, misappropriates, or discloses the Confidential Information or any portion thereof without first obtaining the express prior written authorization of the Author.  You further understand and agree that any use, misappropriation, or disclosure of any of the Confidential Information in violation of this Reader’s Agreement will cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that the Disclosing Party shall have the right to apply for a court order enjoining any such further use, misappropriation, or disclosure and for such other relief as the Disclosing Party deems appropriate.  These rights of the Disclosing Party are to be in addition to the remedies otherwise available to them.  You further agree to indemnify the Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered as a result of your breach of this Reader’s Agreement.  You further agree that if the Disclosing Party prevails in any dispute arising out of or related to this Reader’s Agreement, the Disclosing Party shall have the right to collect from you its/their reasonable attorney fees and costs and necessary expenditures.

5. This Reader’s Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania (excluding that body of law relating to choice of laws) and of the U.S.A., and is for the benefit of the Author, and any and all third parties that are involved in any manner with producing the content and presentation of the Book.  You consent to the exclusive jurisdiction and venue of the federal and state courts located in Pittsburgh, Pennsylvania in any action arising out of or relating to this Reader’s Agreement.  You waive any other jurisdiction to which you might be entitled by domicile or otherwise.

6. You shall not assign any of your rights or obligations under this Reader’s Agreement without the express prior written consent of the Author.  Any assignment or transfer in violation of this section shall be void.

 Thank you, in advance, for your cooperation and understanding regarding these pre-conditions for your participation in the Project and for my disclosure to you of the Book and all other Confidential Information related to the Project.

Recipient of Confidential Information:

Name (Print or Type):

Signature:

Date:

Discloser of Confidential Information:

Name (Print or Type):

Signature:

Date: