

Edanz Group Editor Confidentiality Agreement

Agreement Between _____ of _____ (the “**Editor**”) acting as a contractor and Edanz Group Limited (a Hong Kong registered limited liability company), Edanz Group Japan (a Japan registered limited liability corporation), and Edanz Group China (a Beijing registered limited liability Wholly Owned Foreign Enterprise trading as Liwen Bianji) (the “**Companies**”) entered into this ____ day of _____ 2009.

It is acknowledged by the parties to this Agreement that the Companies will from time to time supply to the Editor confidential proprietary information received from the Companies’ clients so that the Editor can perform language and/or scientific advisory services in the form of copy-editing, proofing, writing, rewriting, scientific advisory reporting and other like activities on the said supplied documents and information.

So that the Companies will enter into an Agreement between the Editor and the Companies for the Editor to undertake the above noted assigned types of language and scientific services, an Agreement having this Confidentiality Agreement as an exhibit, the Editor hereby agrees as below:

1. **Confidential Information**. For the purposes of this Agreement the term Confidential Information means all information disclosed to the Editor prior to and in the course of performing services for the Companies. Confidential information includes, but is not limited to (i) all forms of scientific, academic and proprietary documents including manuscripts, tables, figures, all forms of data including research and business data, diagrams, designs, techniques, processes of all kinds, plans, grant and other applications, personal communications, patent materials, ideas and concepts, and (ii) Companies client data, marketing plans, price lists, strategies and other information regarding the Companies and their businesses. All information communicated by the Companies to the Editor shall be considered Confidential Information received in the course of this relationship notwithstanding the form of its transmission be orally, visually, in writing or electronically. All information shall be and shall remain the sole property of the Companies and their clients. No conveyance of any rights or the grant of a license is implied by any disclosure by the Companies to the Editor.
2. **Limitations on Use and Disclosure**. The editor agrees that:
 - (i) Editor will hold in trust and confidence all Confidential Information and will

not publish, transfer, use for Editor's own purposes, or disclose to others, directly or indirectly, as Confidential Information or anything relating to such information without the prior written consent of the Companies, or any single one of the entities constituting Companies.

(ii) Editor will not copy or reproduce any Confidential Information. However, this provision of this Agreement shall not be construed as preventing the Editor from downloading such Confidential Information to the Editor's computer/s for the purposes of carrying out the services requested by the Companies. Any copying or reproducing of any Confidential Information beyond that needed for the purposes of receiving and working on that information is covered by this provision.

(iii) Editor will not use any Confidential Information for any purpose other than those that are necessary in the course of the Editor's relationship with the Companies without written prior consent of the Companies, or that of any single one of the Companies.

(iv) In fulfilling the Editor's obligations under the above clauses, and any other clauses of this Agreement, the Editor will use the same standards of care and discretion that the editor would use in respect to similar information of the Editor's own which the Editor did not wish to publish, disclose or disseminate.

(v) Upon the termination of the Agreement/s, or at any time when requested by the Companies, the Editor will return to the Companies any parts of the Confidential Information and all copies thereof as requested by the company, or destroy such Confidential Information if so requested.

3. **Equitable Relief.** The Editor agrees and acknowledges that the provisions of this Agreement are fair and reasonably necessary for the protection of the business, goodwill, Confidential Information and other protectable interests of the Companies and/or their clients and that a breach or threatened breach of this Agreement would give rise to irreparable injury to the Companies, which injury would be inadequately compensable in monetary damages. Accordingly, the Editor acknowledges and agrees that the Companies shall be entitled to seek and obtain a restraining order and/or injunction prohibiting the breach or threatened breach of any provision or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which might be available to the Companies and/or their clients.
4. **Continuing Obligations.** The Editor agrees and acknowledges that the confidentiality obligations contained herein shall survive any termination of all or parts of this Agreement and shall remain fully enforceable under the relevant laws pertaining to this Agreement.
5. **Governing Laws.** This Agreement shall be governed by and construed and enforced in accordance with the laws of Hong Kong, Japan and China in respect of the Editor's relationship with Edanz Group Limited (a Hong Kong registered limited liability company), Edanz Group Japan (a Japan registered limited liability corporation), and Edanz Group China (a Beijing registered limited liability Wholly Owned Foreign Enterprise trading as Liwen Bianji), respectively, and shall be binding on all parties in those respective jurisdictions and worldwide. All disputes with respect to this Agreement shall be brought and heard in the

competent court in Hong Kong, Fukuoka or Beijing for relationships between the Editor and the Edanz Group Limited (a Hong Kong registered limited liability company), Edanz Group Japan (a Japan registered limited liability corporation), and Edanz Group China (a Beijing registered limited liability Wholly Owned Foreign Enterprise trading as Liwen Bianji), respectively. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by fax to the fax number of the Editor, or by first class mail to the last known address of the editor, or by email to the email address used by the Companies for the delivery of electronically constituted Confidential Information to the Editor, and any such delivery shall be deemed effectively given upon receipt.

6. **Entire Agreement.** This Agreement, together with its associated Agreement/s, constitute the entire Agreement and understanding between the parties with respect to the subject matter herein and hereof, and supersedes all prior or contemporaneous negotiations, discussion and understandings of the parties, whether written or oral. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any competent court, tribunal or agent thereof, such determination shall not affect the remaining provisions herein or hereof and these shall remain in full force and effect. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties, or by their correctly appointed representatives.
7. **Execution.** This Agreement is deemed to have been executed on the day identified in the email, having this Agreement appended as an “attachment”, of the Freelance Editor sent to the Company and notifying the Company of the Freelance Editor’s agreement to be bound by the terms and conditions of this Agreement. For the purposes of binding the Company to this agreement the placement of the seal of the Company below is witness to that fact. For purposes of evidencing this Agreement, duly attested hard copy evidence of the said email with “attachment” shall constitute evidential proof of such Agreement between the parties.

Edanz Group Limited


