

Confidentiality Agreement

THIS AGREEMENT, entered into as of the _____ day of _____, 20__ (the Effective Date) between BIOEDIT LTD and _____ (the Independent Contractor) to assure the protection and preservation of sensitive, confidential and Proprietary Information which BIOEDIT LTD may disclose or make available to the Independent Contractor for the purposes of proofreading, editing and any related services on the said information.

I, the undersigned, acting as the Independent Contractor for BIOEDIT LTD, a limited liability company registered at 241 Park Lane, Macclesfield, Cheshire, SK11 8AA United Kingdom, agree to the following:

(1) All information disclosed to the Independent Contractor by BIOEDIT LTD shall be deemed to be "Proprietary Information". Proprietary Information means all documents including written documents, data in the form of figures, tables, or photographs, grant proposals and applications, technical information, models, schemas, materials, methods, and procedures.

(2) Any data or any of the documented work, regardless of whether disclosed visually, in writing, or by any other means through BIOEDIT LTD, shall be treated as strictly confidential and shall not be disclosed or provided to any person who is not an employee of BIOEDIT LTD or to any person who has not signed the BIOEDIT LTD Document Confidentiality Agreement.

In addition it is forbidden to:

- (i) use the Propriety Information to make inventions or other valuable developments
- (ii) attempt to replicate the disclosed Proprietary Information
- (iii) engage in detailed research for the purpose of investigating the details and aspects of the disclosed Proprietary Information.

(3) The Independent Contractor shall at all times during the terms of the Agreement and for a period of TEN years after its termination keep confidential and restrict the use of all Proprietary Information.

(4) The Independent Contractor may use the Proprietary Information received from BIOEDIT LTD only to the extent required to accomplish the intent of this AGREEMENT. No other rights to trademarks, inventions, copyrights, or patents are implied or granted under this AGREEMENT.

(5) Proprietary Information shall not be reproduced in any form except as required to accomplish the intent of this AGREEMENT.

(6) The Independent Contractor agrees not to contact any of the customers of BIOEDIT LTD, for whom BIOEDIT LTD is acting as a subcontractor, for the purpose of soliciting business in competition with BIOEDIT LTD for a period of TEN (10) years after completion of the assigned project.

(7) The Independent Contractor acknowledges that nothing in this AGREEMENT is intended as or constitutes a guarantee of work by BIOEDIT LTD. By accepting a job, the Independent Contractor agrees to fulfill the project within the time limit and quality requirements.

(8) All Proprietary Information shall remain the property of BIOEDIT LTD, shall be used only for the purpose intended, and shall, at the discretion of BIOEDIT LTD, be returned by the Independent Contractor after the Independent Contractor's need for it has expired, upon request by BIOEDIT LTD, and in any event upon expiration or termination of the AGREEMENT.

(9) There are no understandings, agreements, or representations, expressed or implied, not specified herein. This AGREEMENT may not be amended except in writing.

(10) This AGREEMENT shall continue in full force and effect from the Effective Date.

(11) The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of English courts.

Independent Contractor:

Name _____

Place _____

Date _____

Signed _____