

CONFIDENTIALITY AGREEMENT

I _____, (the "**Recipient**") acting as a contractor for American Journal Experts, L.L.C., a North Carolina limited liability company (the "**Company**"), may receive certain sensitive, confidential and proprietary information in order to perform proofreading, editing, and writing services on said information.

THEREFORE, as an inducement to the Company to enter into that certain Independent Contractor Agreement between the Company and the Recipient and to which this Confidentiality Agreement is an exhibit (the "**Contractor Agreement**") the Recipient hereby agrees as follows:

1. Confidential Information. For purposes of this Agreement, the term "**Confidential Information**" means all information disclosed to the Recipient in the course of performing services for the Company. Confidential Information includes, but is not limited to, (i) all forms of scientific documents including manuscripts, grants, and proposals, materials, designs, specifications, techniques, models, data, diagrams, documentation, research data, processes, procedures, and "know-how", (ii) customer information, marketing plans, price lists, strategies and other information regarding the Company and its business. All information communicated shall be considered Confidential Information in the course of this relationship regardless of whether disclosed visually, in writing, or on electronic media. Oral statements constitute Confidential Information so long as they are designated as confidential when transferred, provided, or communicated. All Confidential Information shall be and remain the sole property of the Company. No license or conveyance of any rights is implied by the disclosure of Confidential Information.

2. Restrictions on Use and Disclosure. The Recipient represents, warrants, and agrees that:

- (i) it will hold in trust and confidence all Confidential Information and will not publish, transfer or disclose to others, directly or indirectly, as Confidential Information or anything relating to such information without the prior written consent of the Company;
- (ii) it will not copy or reproduce any Confidential Information;
- (iii) it will not use any Confidential Information for any purpose without the prior written consent of the Company, except as may be necessary in the course of the Recipient's business relationship with the Company;
- (iv) in fulfilling its obligations under clauses (i) and (ii) above, it will use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information as the Recipient employs with respect to similar information of its own that it does not desire to publish, disclose or disseminate;
- (v) it will upon the termination of the Contractor Agreement, or at any other time upon the request of the Company, immediately return all or any part of the Confidential Information and all copies thereof as requested by the Company.

3. **Equitable Relief.** The Recipient agrees and stipulates 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 Company and that a breach or threatened breach of this Agreement would give rise to irreparable injury to the Company, which injury would be inadequately compensable in money damages. Accordingly, the Recipient acknowledges and agrees that the Company shall be entitled to seek and obtain a restraining order and/or injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which may be available.

4. **Continuing Obligations.** Recipient agrees and acknowledges that the Confidentiality obligations contained herein shall survive termination of this Agreement and remain fully enforceable to full extent of law.

5. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. All disputes with respect to this Agreement shall be brought and heard either in the North Carolina state courts located in Durham County, North Carolina, or the federal district court for the Eastern District of North Carolina located in Raleigh, North Carolina. 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 telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.

6. **Entire Agreement.** This Agreement, together with the Contractor Agreement, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, discussions 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 court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which will 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 of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____
(Effective Date).

Signature of Recipient: _____

Signature of Witness: _____