

INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY OF SUBMITTED DOCUMENTS

Herein is the formal agreement made by and between online venture www.english-proofreader.com (henceforth 'English-Proofreader') and anyone submitting document(s) to its service (henceforth 'Customer') on issues of intellectual property rights and confidentiality of submitted document(s):

1. The Customer shall make available to English-Proofreader certain document(s) for proofreading and editing. Any and all of English-Proofreader's written creations in any form that result from markups of documents supplied by the Customer shall be considered *Works Made for Hire*.

2. Upon the Customer's payment of English-Proofreader's pre-agreed fees, English-Proofreader irrevocably agrees that: (a) all rights, title and interest in the Works Made for Hire shall exclusively vest in the Customer; and, for the avoidance of doubt, (b) English-Proofreader shall have no intellectual property rights or any other interest in any of the Works Made for Hire.

3. The Customer shall have the exclusive and unrestricted right to exploit the Works Made for Hire perpetually without time limitation, including the right to consent to the use of the Works Made for Hire by third parties.

4. If any rights, title and interest to any Works Made for Hire do not vest in the Customer by the terms stipulated above under any law of any country, then English-Proofreader irrevocably and exclusively assigns to the Customer all rights, title and interest (throughout Australia and in all other countries) to all such Works Made for Hire without further consideration of any kind.

5. If English-Proofreader's residual rights to any Works Made for Hire, including, without limitation, any moral rights, are not subject to assignment hereunder, then English-Proofreader irrevocably and unconditionally waives all enforcement of any such rights.

6. All documents delivered by the Customer to English-Proofreader by any means and the Works Made for Hire shall be considered *Customer's Confidential Information*.

7. English-Proofreader agrees to hold all of the Customer's Confidential Information in strict confidence, and English-Proofreader agrees that it shall not, without the prior written consent of the Customer, directly or indirectly, at any time, whether during or after English-Proofreader's collaboration with the Customer, disclose, use, make derivatives of, incorporate into other works, translate, permit access through a computer database or program, distribute, transmit electronically, copy, sell, publish or summarize any of the Customer's Confidential Information, or permit any third party to examine and/or make copies of any information derived from the Customer's Confidential Information.