



CHICKADEE PRINCE BOOKS

Thanks for your interest in submitting your work to Chickadee Prince Books!

As a condition of our consideration of your work, and of our furnishing to you information concerning Chickadee Prince Books and its business model, you agree for our benefit to hold and keep confidential:

- (i) information of whatever nature relating to Chickadee Prince Books or our business model that you obtained either in writing or orally from or pursuant to discussions with any of our management or employees,
- (ii) any and all other confidential and proprietary financial, technical, commercial or other information concerning the business and affairs of Chickadee Prince Books or our business model that may be provided to you by us or at our direction, and
- (iii) all notes, analyses, compilations, studies or other documents made by you which contain or reflect such confidential information described immediately above.

You agree that you will use the information provided to you about Chickadee Prince Books or our business model solely for the purpose of evaluating whether to do business with us and not in any way, directly or indirectly, that is in competition with or detrimental to Chickadee Prince Books or its affiliates.

You agree not to disparage Chickadee Prince Books or the staff you meet, whether or not you choose to work with us.

Notwithstanding any other provision herein, any disclosure of such information may be made by you without liability hereunder (i) as required by applicable law, regulation or rule of any governmental body, in which case you shall: (a) provide Chickadee Prince Books with prior written notice of such requirement, (b) cooperate with Chickadee Prince Books' efforts to seek a protective order or other appropriate remedy to obviate the need for such disclosure, and (c) exercise your best efforts to obtain assurance that any such disclosed material will be accorded confidential treatment, or (iii) as otherwise from time to time consented to by us in writing.

This Agreement will remain in full force and effect until and unless you enter into a final agreement with Chickadee Prince Books for publication of your book, in which case this agreement shall terminate.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You and we irrevocably and unconditionally consent hereby to submit to the exclusive jurisdiction of the courts of the State of New York located in the city and county of New York or in the United States District Court for the Southern District of New York for any action, suit or proceeding arising out of or relating to this Agreement and hereby further irrevocably and unconditionally waive and agree not to plead in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

ACCEPTED AND AGREED TO:

By: _____
Name: