

NDA

NON-DISCLOSURE AGREEMENT

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Between Creative Books SA ("the Company")

and _____ ("the Client")

1. PURPOSE

This Agreement is entered into to protect all confidential information, intellectual property, and creative materials shared by the Client with Creative Books (Pty) Ltd in connection with self-publishing services. This includes, but is not limited to, manuscripts, book concepts, illustrations, cover designs, marketing ideas, and related creative content ("Confidential Information").

2. DEFINITION OF CONFIDENTIAL INFORMATION

For the purpose of this Agreement, "Confidential Information" includes all written, digital, or verbal materials disclosed by the Client that are not publicly known, including but not limited to:

- Manuscripts, drafts, or outlines
- Book titles, concepts, and creative ideas
- Artwork, illustrations, or photography
- Publishing strategies, marketing plans, and client data
- Any related documents, communications, or files

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations in this Agreement do not apply to information that:

- is or becomes publicly available through no breach of this Agreement by Creative Books (Pty) Ltd;
- was lawfully in the possession of Creative Books (Pty) Ltd before its disclosure by the Client;
- is independently developed by Creative Books (Pty) Ltd without use of or reference to the Confidential Information; or
- is lawfully received from a third party who is not bound by any duty of confidentiality.

4. OBLIGATIONS OF CREATIVE BOOKS (PTY) LTD

Creative Books (Pty) Ltd agrees to:

1. Treat all Confidential Information with the highest degree of care and discretion.
2. Use the Confidential Information solely for the purpose of providing publishing and design services.

3. Not disclose, reproduce, or distribute any part of the Client's work to third parties without prior written consent.
4. Ensure that all staff, contractors, and partners involved in the publishing process are bound by the same confidentiality standards.
5. Implement secure digital and physical storage systems to safeguard all manuscripts and creative content.

5. PERMITTED DISCLOSURE

Creative Books (Pty) Ltd may disclose Confidential Information only to the extent required by law, regulation, or a valid court order, provided that, where lawfully permitted, it gives the Client prompt written notice and reasonable assistance to enable the Client to seek protective relief or to limit the scope of the disclosure.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

- The Client retains full ownership and copyright of all materials submitted.
- Creative Books (Pty) Ltd acknowledges that no ownership, authorship, or creative rights are transferred or implied through this Agreement, except where otherwise agreed in writing.

7. ROYALTIES AND OWNERSHIP OF THE FINAL WORK

7.1 The services rendered by Creative Books (Pty) Ltd are provided on a once-off, fixed-fee basis, as set out in the applicable quotation or service agreement between the parties.

7.2 Creative Books (Pty) Ltd shall not be entitled to, and expressly waives any claim to, any royalties, commissions, profit share, ongoing fees, or any portion of the revenue, income, or proceeds derived from the sale, distribution, licensing, adaptation, or any other commercial exploitation of the Client's work, whether arising now or in the future.

7.3 All royalties, revenue, and proceeds generated by the published work shall belong solely and exclusively to the Client.

7.4 Upon settlement of the agreed once-off fee, Creative Books (Pty) Ltd hereby cedes and assigns to the Client all rights, title, and interest in and to the deliverables created for the Client under the project (including the final manuscript layout, cover design, and all associated artwork and files), so that full ownership of the completed project vests in the Client. Creative Books (Pty) Ltd retains no ownership, authorship, or residual rights in the work, save as may be agreed otherwise in writing.

8. PROTECTION OF PERSONAL INFORMATION (POPIA)

To the extent that any Confidential Information includes personal information as defined in the Protection of Personal Information Act 4 of 2013 (POPIA), Creative Books (Pty) Ltd shall process such information only for the purposes of the project, apply appropriate technical and

organisational safeguards to protect it, and not retain it for longer than is necessary to fulfil those purposes or as required by law.

9. DURATION

This Agreement remains in force from the date of signature and continues indefinitely with respect to all Confidential Information disclosed, unless terminated in writing by mutual agreement.

10. RETURN OR DESTRUCTION OF MATERIALS

Upon completion or termination of the publishing project, all copies of the Client's Confidential Information, whether digital or physical, shall be returned or permanently deleted upon request.

11. REMEDIES AND INJUNCTIVE RELIEF

The parties acknowledge that a breach of this Agreement may cause the Client irreparable harm for which monetary damages may not be an adequate remedy. Accordingly, the Client shall be entitled to seek an interdict or other urgent relief, in addition to any other remedies available to it in law.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

13. GENERAL

- *Entire Agreement.* This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior discussions or understandings on that subject.
- *Variation.* No variation or amendment of this Agreement shall be valid unless reduced to writing and signed by both parties.
- *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- *Waiver.* The failure of either party to enforce any right under this Agreement shall not constitute a waiver of that right.
- *Cession.* Neither party may cede, assign, or delegate its rights or obligations under this Agreement without the prior written consent of the other party.

14. SIGNATURES

Executed by the parties by electronic signature:

For Creative Books (Pty) Ltd		For the Client	
Signature:		Signature:	
Name:	Creative Books SA	Name:	
		Date:	