

Editor Non-Disclosure and Confidentiality Agreement

Last updated: July 30, 2026

1. Parties and Effective Date

This Editor Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into by and between Editly, LLC, 3200 Kirkwood Highway #1061, Wilmington, DE 19808, USA ("Editly") and the individual editor identified below ("Editor"). This Agreement is effective as of the date of Editor's signature or the date Editor first receives access to Confidential Information, whichever occurs first.

Editor legal name _____

Editor email address _____

2. Relationship to Other Agreements

This Agreement applies in addition to any editor, contractor, platform, or service agreement between Editor and Editly. If there is a conflict between this Agreement and another written agreement signed by Editly and Editor, the provision that provides greater protection for Confidential Information controls unless the other agreement expressly states otherwise.

Nothing in this Agreement creates an employment, contractor, partnership, or agency relationship unless a separate written agreement does so.

3. Definition of Confidential Information

"Confidential Information" includes all information that Editor receives, accesses, views, downloads, creates, or processes through or in connection with the Editly platform, including:

- client documents, submitted text, drafts, edits, comments, annotations, revisions, and AI outputs;
- client names, email addresses, account information, order information, deadlines, service type, pricing, and order metadata;
- chat messages, support communications, editor notes, internal instructions, and client feedback;
- business information, trade secrets, proprietary information, unpublished works, personal data, sensitive information, and confidential client materials contained in submitted documents;
- platform credentials, passwords, API keys, internal processes, workflow details, screenshots, downloads, exported files, and any information designated as confidential or that should reasonably be understood as confidential given its nature or the circumstances of disclosure.

4. Editor Obligations

Editor agrees to:

- maintain the confidentiality of all Confidential Information and use at least reasonable care to protect it;

- use Confidential Information only as necessary to provide authorized editing services for Editly;
- not disclose Confidential Information to any third party except as expressly authorized by Editly in writing or as required by law under Section 6;
- not copy, reproduce, download, export, screenshot, photograph, record, distribute, or retain Confidential Information except as expressly necessary and authorized for the assigned editing work;
- not use Confidential Information for portfolio samples, training materials, editor promotion, personal reference, external examples, or any purpose outside the assigned Editly work;
- not upload, paste, transmit, or process Confidential Information through any external AI tool, grammar tool, translation tool, public website, personal cloud account, personal email account, or third-party service unless Editly gives prior written authorization;
- protect all passwords, API keys, platform access, devices, and accounts used to access Confidential Information;
- use secure devices and networks, lock screens when unattended, log out after work sessions, and not share Editly accounts or access credentials;
- promptly delete or return Confidential Information as required by Section 8 and certify deletion if Editly requests certification;
- immediately notify Editly at legal@editly.ai of any suspected or actual unauthorized access, disclosure, loss, copying, download, or misuse of Confidential Information.

5. Exclusions

Confidential Information does not include information that Editor can show by written records:

- is or becomes publicly available through no breach of this Agreement or other unlawful or unauthorized disclosure;
- was lawfully known to Editor before receiving it from or through Editly;
- is lawfully received from a third party without a duty of confidentiality;
- is independently developed by Editor without use of or reference to Confidential Information.

These exclusions do not permit Editor to disclose client personal data, client documents, unpublished works, or other legally protected material where disclosure would violate law, platform rules, client rights, or another confidentiality obligation.

6. Permitted Legal Disclosures

If Editor is required by law, court order, subpoena, or government request to disclose Confidential Information, Editor must, to the extent legally permitted, promptly notify Editly before disclosure so Editly may seek protective treatment. Editor may disclose only the portion of Confidential Information legally required and must use reasonable efforts to preserve confidentiality.

7. Duration of Confidentiality Obligations

Editor's confidentiality obligations continue for five (5) years after disclosure for ordinary confidential business information. For trade secrets, client documents, submitted text, personal data, unpublished materials, platform credentials, and any information that remains non-public or legally protected, confidentiality

obligations continue indefinitely until the information becomes lawfully public through no fault of Editor and no breach by any person acting with or through Editor.

8. Return, Deletion, and Certification

Editor must return or delete all Confidential Information promptly at the end of each assignment, upon termination of the editing relationship, or upon Editly's request, whichever occurs first. Platform-hosted documents remain controlled by Editly, but any local copies, downloads, screenshots, notes, exports, cached files, or other copies held by Editor must be deleted or returned. Editly may require Editor to certify in writing that deletion has been completed.

9. Security Measures

Editly uses technical and organizational security measures designed to protect client documents, including encryption in transit, encryption at rest where supported by Editly's storage systems and providers, role-based access controls, and time-limited editor access. Specific security measures may be updated as the platform evolves.

Editor must follow all security instructions provided by Editly, including any requirements for multi-factor authentication, password strength, device security, access location, secure networks, and prompt reporting of lost devices or compromised credentials.

10. Breach Notice and Cooperation

Editor must immediately notify Editly at legal@editly.ai of any suspected or actual breach of this Agreement or any unauthorized access, disclosure, loss, copying, download, or misuse of Confidential Information. Editor must preserve relevant evidence, cooperate with Editly's investigation and remediation efforts, provide truthful information about the incident, and take reasonable steps requested by Editly to prevent further disclosure or harm.

11. Remedies

Any breach of this Agreement may result in immediate suspension or termination of Editor's platform access, termination of any editing relationship, legal action, and claims for damages. Editor acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm for which monetary damages may be inadequate, and Editly may seek injunctive or equitable relief in addition to any other remedies available by law or agreement.

12. No Rights Granted

All Confidential Information remains the property of Editly, its clients, or the applicable rights holder. This Agreement does not grant Editor any ownership interest, license, or right to use Confidential Information except as expressly necessary to perform authorized editing services for Editly.

13. Governing Law and Venue

This Agreement is governed by the laws of the State of Delaware, USA, without regard to conflict-of-law rules, unless a separate written editor agreement signed by Editly and Editor provides a different governing-law clause that expressly controls this Agreement. Any dispute will be resolved in the state or federal courts located in Delaware, except where applicable law requires a different venue.

14. Notices and Questions

Questions or notices about this Agreement should be sent to legal@editly.ai or to Editly, LLC, 3200 Kirkwood Highway #1061, Wilmington, DE 19808, USA.

15. Acceptance and Signature

By signing below or by accepting platform access after receiving this Agreement, Editor agrees to be bound by this Agreement.

Editor signature	_____	Date	_____
Printed name	_____	Email	_____
Editly signature, if required	_____	Date	_____
Printed name/title	_____		