

Joe Photographer
Agreement
For
Disclosure of Joe Photographer and Client Confidential Information

Joe Photographer

1234 Main Street
Anytown, USA 12345
(202) 555-1212

Recipient:

Chris Assistant
4321 1st Street
Your Town, USA 54321
(415) 555-1212

This Agreement shall govern the disclosure of information by Joe Photographer, a photographic business operated in the jurisdiction of Anytown USA, it's clients (both direct and indirect), client subsidiaries and affiliates that hereinafter shall be referred to as Photographer/Client, to the Recipient named above. If a company name is entered as Recipient above, the person signing this Agreement acknowledge that he or she is the binding the entire company, it's employees, contractors, subcontractors, representatives, and affiliates and further represents that he or she has the authority to do so.

1. "Confidential Information" as used in this Agreement shall mean any and all proprietary and non-proprietary information including patents, trade secrets, product names, product descriptions, product functionality, manufacturing processes, persons names, likenesses, locations or whereabouts, current or future job titles, employment status, descriptions of health, personal status, business forecasts, sales or marketing information or plans, or other personnel information without limitation.

2. Recipient agrees that it will not disclose, make use of, reproduce, o disseminate in any way Confidential Information of Photographer/Client to any person, form, or business, except to the extent necessary for negotiations, discussions and consultations with authorized representatives of Photographer/Client, and any purpose Photographer/Client may hereafter authorize in writing.

3. If Recipient is an Individual:

Recipient agrees that it shall use all possible care to protect the Photographer/Client Confidential Information from disclosure.

If Recipient is a Company:

Recipient agrees that it shall disclose Photographer/Client Confidential Information only to those of it's employees, contractors, sub-contractors, or representatives who need to know such information and who have agreed, either as a condition of employment or contracting services or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement.

4. Recipient agrees that is shall treat all Photographer/Client Confidential Information with the same degree of care as it accords to it's own confidential information and Recipient represents that it exercises reasonable care to protect its own confidential information.

5. Recipient's obligations under Paragraphs 2, 3, and 4 with respect to any portion of Photographer/Client Confidential Information shall terminate when Recipient can document that such Confidential Information (a) was legally in the public domain at or subsequent to the time it was communicated to Recipient by Photographer/Client through no fault or action of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence or subsequent to

the time it was communicated to Recipient by Photographer/Client; or (c) when the communication is in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement. In the event Recipient receives a court order, or is otherwise required by law to disclose any Confidential Information, Recipient will (i) notify Photographer/Client immediately upon receipt of such court order, and (ii) file any information disclosed in response to such order under seal and/or request that the court seal such Confidential Information. Except as may ultimately be required by such court order or law, Recipient's obligations with regard to such Confidential Information, as set forth above, will remain in full force and effect.

6. All materials (including, without limitation, documents, drawings, sketches, models, designs, or schematics) furnished to Recipient by Photographer/Client shall remain the property of Photographer/Client and will be returned promptly at its request, together with any copies thereof.

7. Recipient acknowledges that it does not acquire any licenses or contributory copyright claims to any work performed under this agreement, and shall not attempt to obtain such rights. In the event a claim is made and is successful, Recipient agrees that it will permit and participate in the transfer of those rights and copyrights back to Photographer/Client without objection.

8. Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Photographer/Client. Any attempt to transfer all or part of Recipient's rights or obligations without such consent shall be null and void and of no effect.

9. This Agreement shall govern all communications and services between the parties that are made during the period from the Effective Date of this Agreement to that date on which Recipient receives from Photographer/Client written notice that subsequent communications and/or services shall not be so governed, provided, however, that Recipient's obligations under Paragraphs 2,3, and 4 with respect to Photographer/Client Confidential Information which it has previously received shall continue perpetually unless terminated pursuant to Paragraph 5.

10. This Agreement is governed by and construed in accordance with the substantive laws in force in the District of Columbia.

11. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

12. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in first class mail (postage prepaid), or upon receipt of electronic transmission. Notices shall be sent to the address set forth at the beginning of this Agreement or such other address as either party may specify in writing, if notice is sent to Photographer/Client, it shall be sent to the signatory.

13. The Recipient acknowledges and agrees that due to the unique nature of Photographer/Client's Confidential Information, there will be no way to adequately remedy at law for any breach of its obligations. The Recipient further acknowledges that any such breach will result in irreparable harm to Photographer/Client, and therefore, that upon any such breach or any threat thereof, Photographer/Client shall be entitled to seek appropriate equitable relief, including but not limited to injunction in addition to whatever remedies Recipient may have at law. The Recipient will notify Photographer/Client in writing immediately upon the occurrence of any such unauthorized release or other breach.

14. Notwithstanding the date or dates of execution of this Agreement, this Agreement shall be deemed to have commenced on the Effective Date written on the first page of this Agreement, and that this Agreement may be signed in counterparts. The parties also agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

In WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Pat Photographer

Recipient:

Signature

Signature

Print Name

Print Name

Title

Title

Date:

Date: