

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of [DATE] between [REPRESENTATIVE] and [AD AGENCY/CLIENT] (herein after, individually, "Party" and collectively, "Parties"). The Parties agree as follows.

Each party has developed certain creative or business information which it treats as confidential ("Confidential Information"). The parties, for their mutual benefit, desire to disclose to each other Confidential Information in connection with exploring a potential business relationship between the parties (the "Opportunity").

THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

1. "Confidential Information" shall mean any information and data of a confidential nature, including but not limited to product information, financial information, marketing strategies, research or data, creative treatments and briefs, story boards, bid packets, and cost and fee estimates, which is disclosed by one party ("Discloser") to the other party ("Recipient") pursuant to this Agreement.

Confidential information does not include information that (a) is already in the public domain through no breach of this Agreement; (b) was lawfully in Recipient's possession prior to receipt from the Discloser, as demonstrated by documentary evidence; (c) is received by Recipient independently from a third party free to lawfully disclose such information to Recipient; or (d) is independently developed by Recipient.

2. Any and all information transmitting in writing, reproduced by any means, delivered orally, or conveyed by electronic or other methods in connection with the Opportunity shall be treated as Confidential Information.
3. Each party agrees that all Confidential Information received from the other party and its affiliates under this Agreement shall be maintained in confidence and used for the sole purpose of evaluating the Opportunity. Confidential Information delivered pursuant to this Agreement shall (a) not be copied, distributed or disseminated in any way or form by Recipient without the prior written consent of the Discloser, unless done pursuant to court order; (b) shall be maintained in confidence and may only be disclosed to those employees of Recipient who have a need to know of such information in specific connection with the Opportunity; (c) shall not be used by Recipient for any commercial purpose whatsoever without the prior written consent of the Discloser; and (d) shall remain the property of the Discloser.
4. The parties shall have no obligation to enter into any further agreement with each other. In the event the Opportunity does not result in a business agreement between the parties, the Recipient will destroy or return the Confidential Information to the Discloser and will not use the Confidential Information for any other business opportunity.

5. The Confidential Information is not a guarantee or commitment as to terms or conditions of a business agreement between the parties and has no binding or precedential effect on future potential business opportunities between the parties.
6. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof and shall be governed by and construed under the laws of the State of [STATE] without regard to conflicts of law principles. The parties hereby consent and submit to the exclusive personal and subject matter jurisdiction of the state and federal courts located in [VENUE].

[REPRESENTATIVE]

[AD AGENCY/CLIENT]

Authorized Signature

Authorized Signature

Name, Title

Name

Date

Date