



Non-Disclosure Agreement

This Nondisclosure Agreement or ("Agreement") has been entered into on the date of _____ and is by and between: **East Hampton Design and Renovation Inc.** with mailing address of **P.O. Box 842, 9 Hedges Ln, East Hampton, New York, 11975**

& Party Receiving Information:

with a mailing address of:

("Receiving Party").

Receiving Party acknowledges that, upon execution of this Agreement and solely by reason of their working relationship with Company Receiving Party may come into possession of, have knowledge of or contribute to Confidential Information. For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below, the parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

In consideration of Receiving Party's relationship with Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Receiving Party covenants, agrees represents and warrants as follows:

1. NONDISCLOSURE:

(i) Company has advised Receiving Party, and Receiving Party hereby acknowledges, that the customers' privacy is highly valued and that Company requires all efforts be made to maintain confidentiality with respect to Confidential Information (as described below). Receiving Party acknowledges that Receiving Party may have access to Confidential Information during the course of Receiving Party's engagement. In the absence of specific prior written authorization from Company, Receiving Party agrees that, except as reasonably required in order for Receiving Party to perform any of Receiving Party engagement duties, Receiving Party shall not disclose, communicate or characterize to any third party any of the following: (i) any communications between, on the one hand, Company, any Customer and/or any representative of any Customer (a "Representative")



and, on the other hand, any person or entity (including, Receiving Party, any of Receiving Party's personnel, the Customer or a Representative); (ii) any act or omission by Company, the Customer or a Representative; (iii) any information contained in or concerning any agreement entered into by Company, the Customer or a Representative, including this agreement; and (iv) any other information relating, directly or indirectly, to Company, the Customer, a Representative, or Receiving Party's engagement which (A) is of the type ordinarily or customarily treated as confidential by persons of the Customers' status, or (B) Receiving Party is advised by Company, Customer or a Representative is confidential, or (C) a reasonable and prudent person in Receiving Party's position would understand or assume to be confidential information. All of the communications, agreements, acts, omissions and other information described in this paragraph are herein collectively referred to as "Confidential Information", and the definition thereof is to be liberally construed in favor of Company and Customer. Without limiting the generality of the foregoing, "Confidential Information" shall include all information and material concerning the Company, the Customer and Customers' business, professional and personal lives, other than information publicly and intentionally disclosed by the Customers.

(ii) Without limiting the generality of the paragraph above, Receiving Party agrees that Receiving Party shall not (without specific prior written approval from Company or a Customer) do any of the following, if it would (or could reasonably be anticipated to) result in disclosure of any Confidential Information: (i) provide, directly or indirectly, orally or in writing, any information concerning the Company, the Customer, a Representative or Receiving Party's engagement to any reporter, writer or investigator or the like for publication or broadcast in any medium whatsoever, including print, television, radio and electronic data transmission; (ii) grant any interview or contribute to any book, program, article or other form of report or communication intended for publication concerning the Company, any Customer, any Representative or Receiving Party's engagement; or (iii) confirm or deny any rumor, claim, allegation, assertion, speculation, statement, event, act, occurrence, omission, or other matter or information of any kind regarding or involving the Company and/or any Customer, whether or not true or false, public or private, and whether or not the same constitutes Confidential Information. The Receiving Party shall not at any time take any action, or make any remarks orally or in writing, that may harm or disparage the Company's reputation, or that of any Customer.

(iii) The Receiving Party agrees that Confidential Information shall be accorded the maximum benefits and protection available under the law with respect to protectable trade secrets, matters protected by rights of privacy and/or publicity, confidential information and other proprietary matter, and nothing set forth herein shall be construed to limit or waive any remedies (at law or in equity) to which the Company or any Customer may be entitled under applicable law arising out of or relating to the unauthorized disclosure of such Confidential Information; all of the Company's and the Customers' rights and remedies with respect thereto are hereby expressly reserved. If the Receiving Party is required by legal process to disclose certain Confidential Information or any materials described in paragraph (iv) below, the Receiving Party agrees to notify the Company immediately, and in all events, the Receiving Party shall only disclose such portion of the Confidential Information or such materials, as the case may be, as is strictly



required by such a legal process narrowly and strictly construed (or as required by court order), and shall redact all other information.

(iv) The Receiving Party agrees not to take or to disseminate to anyone at any time: (i) any photographs or other likenesses (including all negatives, prints, and copies) of any Customer; (ii) material written by any Customer; (iii) audio and audiovisual recordings (including film, audio tape, videotape, and all prints and copies thereof) of any Customer; and (iv) documents, agreements, correspondence, computer software and storage media, computer stored information and/or other material's relating to any Customer's business, professional, or personal affairs (whether prepared by the Receiving Party or the Receiving Party's personnel or otherwise coming into the Receiving Party's or their possession). All of the foregoing material is and shall remain the sole and exclusive property of the Customer, or the Company, as the case may be, and shall not be removed or copied by the Receiving Party or the Receiving Party's personnel without the Company's prior written consent. Upon termination of the Company's engagement of the Receiving Party's services, the Receiving Party shall immediately return to the Company all of the foregoing material which has come into the Receiving Party's possession (or that of the Receiving Party's personnel) during the Company's engagement of the Receiving Party's services.

(v) As between Company and Receiving Party, all right, title and interest in and to all works of authorship created by any Customer, or by the Receiving Party or the Receiving Party's personnel in connection with the engagement made hereunder, shall be exclusively owned, throughout the universe and in perpetuity, by the Company, or its assigns, as a "work made for hire", including all copyrights therein and thereto for the life of copyright (including all extensions and renewals thereof). To the extent, if any, any material described in this paragraph (v) is not subject to the immediately preceding sentence, the Receiving Party hereby irrevocably and perpetually assigns to the Company all right, title, and interest of any kind or nature (including any and all copyrights therein), throughout the universe, to the extent the Company does not otherwise own such rights. Insofar as the Receiving Party is concerned, all such material may be exploited and otherwise used by the Customer and/or the Company in any manner, throughout the universe in perpetuity, without restriction of any kind and without payment, compensation, or any other liability or obligation whatsoever to us.

(vi) The Receiving Party expressly acknowledges and agrees that the Receiving Party's breach of any provision of this agreement shall necessarily result in irreparable injury to the Company and the Customers for which no adequate remedy is available at law and which is not fully compensable in money damages alone, and that the Company and the Customers shall, therefore, in the event of any such breach or threat thereof, be entitled to injunctive (and any other equitable) relief as may be necessary to prevent, remedy, and/or mitigate the adverse effects of such actual or threatened disclosure, in addition to any legal remedies, such as damages to which the Company may be entitled.



(vii) Reproductions. The Company has further advised the Receiving Party and the Receiving Party hereby acknowledges, that the Company, the Customer, or their agents have the exclusive right to photograph, tape, film record, or otherwise create material (collectively, “Reproductions”) which displays, duplicates or reproduces all or any part of the Customers’ activities, the Receiving Party and the Receiving Party’s personnel’s activities, and/or the activities of other persons in connection with the Customers’ activities (including so-called “behind-the-scenes” and “making-of” audio and audio-visual recordings). The Receiving Party acknowledges and agrees that the Reproductions may contain scenes in which the Receiving Party appears recognizably (the “Scenes”). The Receiving Party, hereby grants to the Company, the Customer, and their agents, affiliates, assignees and licensees, throughout the universe in perpetuity, the right to photograph, film, tape (audio and/or video) or otherwise reproduce and use the Receiving Party and their personnel’s names, voices, photographs, likenesses, appearances and activities in connection with the Scenes, and to exhibit, distribute, advertise, exploit, transmit or reproduce any such Scenes by any means and in any and all media utilizing technology existing as of the date hereof or devised hereafter (including radio broadcasting, print publication, electronic publishing, phonorecords, theatrical and non-theatrical exhibition, and exhibition and performance by the media of television, videocassette, videodisc, optical disc, computer image, software or otherwise). The rights granted by Receiving Party hereunder may be exercised by Company, the Customer and/or the Company’s or the Customers’ assignees for any commercial or non-commercial purpose without any limitations or restrictions of any kind and without any compensation, payments or obligation to the Receiving Party or their personnel whatsoever. Nothing contained herein shall be deemed to obligate the Company or any Customer to complete the production of any Reproductions or to make any use of the rights granted herein. Nothing contained in this agreement shall obligate the Company or the Customer to use or to include in any Reproduction the likenesses of the Receiving Party’s personnel, or the whole or any part of the Scenes, or to release or distribute the Reproductions, or to continue the release or distribution thereof.

2. REMEDIES.

(a) Receiving Party acknowledges and agrees that it is impossible to measure in money, the damages which will accrue to the Company if Receiving Party shall breach or be in default of any of Company's covenants, agreements, representations or warranties set forth in this Agreement. Accordingly, if any action or proceeding is instituted by or on behalf of the Company to enforce any term of this Agreement, Receiving Party hereby waives any claim or defense thereto that Company has an adequate remedy at law or that Company has not been, or is not being, irreparably injured thereby. The rights and remedies of the Company pursuant to this Paragraph are cumulative, in addition to, and shall not be deemed to exclude any other right or remedy which the Company may have pursuant to this Agreement or otherwise, at law or in equity, including, without limitation, the rights and remedies available to the Company under the Trade Secrets Act.

(b) Receiving Party shall indemnify the Company against, and shall hold the Company harmless from, any and all claims, actions, suits, proceedings, costs, expenses,



damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Receiving Party's breach of any provisions of this Agreement.

(c) **Attorney's Fees.** If Receiving Party breaches or defaults in the performance of any of the covenants, agreements or representations described in this Agreement, then, in addition to any and all of the rights and remedies which the Company may have against Receiving Party, Receiving Party will be liable to then pay the Company's court costs and reasonable attorneys' fees incurred in enforcing Receiving Party's representations and agreements hereunder.

3. CONSTRUCTION

This Agreement shall be construed and enforced pursuant to the laws of the State of New York.

(a). If any provision or clause of this Agreement is held to be invalid by a court of competent jurisdiction, then such provision or clause shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified so as to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

(b). The headings and titles of the paragraphs of this Agreement are for convenience purposes only, and are not intended to define, limit or construe the contents of the various paragraphs.

(c). This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements of the parties whether oral or written.

(d). No provision of this Agreement may be modified, except by a written instrument duly signed and acknowledged by each of the parties hereto.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Company – East Hampton Design and Renovation Inc.

Signature: 
Name: _____ Date: _____

RECEIVING PARTY

Signature: _____
Name: _____ Date: _____