

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I, _____, an employee, agent, or representative of _____ ("Agency") agree as follows:

1. Scope of Agreement. In entering this Agreement, I acknowledge I am doing so in consideration of my continued employment or my retention by Agency and that this Agreement may be enforced by either Agency or any affected client of Agency, which shall be considered a third party beneficiary under this Agreement and may enforce all rights herein to the same extent such rights could be enforced by Agency.
2. Services. In connection with the services rendered by me, I may become aware of Confidential Information (as described below) of Agency and/or its clients. I recognize that the success of the Agency and its clients depends in part on keeping Confidential Information confidential.
3. Confidential Information Defined. "Confidential Information" includes all information and materials, whether written or oral, disclosed to me relating to the Services and/or Agency's current and future media buying, media planning, advertising, marketing and promotional activities, whether or not such information and materials are marked "confidential."
4. Exclusions. Confidential Information does not include information that:
 - (a) is or becomes generally known by the public through no action by me or anyone else bound by obligations of confidentiality with respect thereto;
 - (b) was in my possession on a non-confidential basis prior to the disclosure; or
 - (c) is or becomes available to me from an independent source that is not bound by obligations of confidentiality with respect thereto.
5. Safeguarding, Use and Disclosure of Confidential Information. I agree that the Confidential Information is highly confidential and proprietary to Agency. Accordingly, I will not use or disclose Confidential Information except as expressly permitted herein. Further, I will:
 - (a) safeguard the Confidential Information from unauthorized use or disclosure;
 - (b) use the Confidential Information only for the benefit of Agency and only for the purposes of providing the Services to Agency;
 - (c) not make copies of any Confidential Information;
 - (d) disclose the Confidential Information only to persons who have signed a confidentiality agreement and who have a need to know the Confidential Information in order to provide the Services to Agency.
6. Breach. I agree that unauthorized use or disclosure of Confidential Information by me would cause irreparable injury and harm to Agency for which Agency would not have an

adequate remedy at law, and for which Agency shall be entitled to obtain *ex parte* equitable relief in any court of competent jurisdiction, without the necessity of posting bond, in addition to pursuing other remedies at law or equity.

7. Return/Destruction of Confidential Information. I will immediately return any Confidential Information in my possession upon the request of Agency.

8. Governing Law; Forum. This Agreement shall be construed under the laws of the State of New York, without regard to the principles of conflicts of law. I agree and consent that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the federal, state and local courts in New York County, New York.

(Signature)

(Print name)

(Print address)

(Date)

Witness:

(Print name)