Black Agnes Studios Non-Disclosure Agreement

Participant: _____ Company: _____
Effective Date: _____

Discloser: Black Agnes Studios

In order to protect certain confidential information that may be disclosed by Discloser ("DISCLOSER") to the "Participant" above, they agree that:
1. The confidential information disclosed under this Agreement is described as: concepts and plans for drawings, photography, still and motion; model contact information, paintings
The Participant shall use the confidential information received under this Agreement for the purpose of: to develop images and videos for the Discloser.
2. The Participant shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as the Participant uses to protect its own confidential information of a like nature.
3. The Participant shall have a duty to protect only that confidential information which is (a) disclosed by DISCLOSER in writing and marked as confidential at the time of disclosure, or which is (b) disclosed by DISCLOSER in any other manner and is identified as confidential at the time of the disclosure and is also summarized and designated as confidential in a written memorandum delivered to the Participant within 30 days of the disclosure.
4. This Agreement imposes no obligation upon the Participant with respect to confidential information that becomes a matter of public knowledge through no fault of the Participant.
5. Copyright distribution is covered by the Rights Management. All copyrights are.retained by the Participant, until final payment is received.

DISCLOSER makes no representation or warranty that any product or business plans disclosed to the Participant will be marketed or carried out as disclosed, or at all. Any actions taken by the Participant in response to the disclosure of confidential information by DISCLOSER shall be solely at its risk.
The Participant acknowledges and agrees that the confidential information is provided on an AS IS basis.

DISCLOSER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DISCLOSER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

Upon DISCLOSER's written request, the Participant shall return to DISCLOSER or destroy all written material or electronic media and the Participant shall deliver to DISCLOSER a written statement signed by the Participant certifying same within 21 days.
The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
This Agreement is made under and shall be construed according to the laws of the State of Maryland.

DISCLOSER
Signature: _____ Date: _____

Name: _____ Title: _____

PARTICIPANT
Signature: _____ Date: _____

Name: _____ Title: _____