

NON-DISCLOSURE AGREEMENT

In connection with a proposed employment, contract, consultant, or any other business relationship, Kids Shots Portrait Studio ("Kids Shots") has disclosed or may disclose to you valuable business or technical information relating to Kids Shots and/or its products or services, and/or has provided you or may provide you with information ("Proprietary Information"). In consideration of any disclosure of Proprietary Information or any trade secrets concerning the business, the undersigned agrees as follows:

1 . You acknowledge that any business or technical information relating to Kids Shots and/or its products or services disclosed to you or any information provided to you shall be deemed "Proprietary Information" and subject to the terms of this Agreement, unless otherwise agreed upon in writing by Kids Shots.

2. You will hold in confidence and not use (except to carry out this Agreement) or disclose, directly or indirectly, any Proprietary Information except information you can document which (a) is in, or becomes part of, the public domain through no fault of yours, (b) was properly known to you, without restriction prior to disclosure by Kids Shots, or (c) was properly disclosed to you by another person without restriction. In addition, you will not copy, alter, modify, reverse engineer, or attempt to derive the composition or underlying information of any Proprietary Information. The foregoing does not grant you a license in or to any Proprietary Information. You acknowledge and agree that, as between you and Kids Shots, all Proprietary Information and all copies thereof are owned solely by Kids Shots.

3. If you decide not to proceed with the proposed employment or other business relationship or if asked by Kids Shots, you will immediately cease all use of and return all Proprietary Information and all copies and extracts to Kids Shots.

4. You will immediately notify Kids Shots of any unauthorized release of Proprietary Information. You understand that this Nondisclosure Agreement does not obligate Kids Shots to disclose any information or provide any information to you, or negotiate or enter into any agreement or relationship with you.

5. You acknowledge and agree that due to the unique nature of the Proprietary Information, there can be no adequate remedy at law for any breach of your obligations hereunder, that any such breach may allow you or third parties to compete unfairly with Kid Shots resulting in irreparable harm to Kids Shots and, therefore that upon any such breach or threat thereof, Kids Shots shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law. In addition, if Kids Shots prevails in any legal dispute hereunder it shall be entitled to collect from you its reasonable attorneys' fees and expenses.

6. You acknowledge and agree that for a period of three (3) years from the date this Nondisclosure Agreement is accepted, you will maintain all Proprietary Information in confidence and will refrain from using any such Proprietary Information for any purpose, unless so authorized by Kids Shots.

7. This Nondisclosure Agreement shall be governed and construed under the laws of the State of North Carolina and the United States without regard to conflict of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter hereof shall be North Carolina state and U.S. federal courts having within their jurisdiction the location of Kids Shots principal place of business. You consent to the jurisdiction of such courts.

Acknowledged and agreed: By: _____ (Signature)

Date: _____

Printed Name _____

Company _____

Title _____