



**e-k media**

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***The only disc and tape replication center you'll ever need***

## **Non-Disclosure Agreement**

In order for **E-K Media, Inc. ("EKM")** to perform the CD duplication services quoted to \_\_\_\_\_ ("**the Company**") and as authorized via the Company on \_\_\_\_\_, the Company must provide EKM with CD's that contain information the Company considers to be proprietary and confidential and which information includes but is not limited to, tools, processes, techniques, and methodologies the ("Confidential Information"). In connection therewith, the parties agree as follows:

1. Confidential Information of the company may not be in EKM's possession or used by EKM in any manner whatsoever other than in connection with its performance of the CD duplication services as set forth above.
2. EKM will not, at any time, use the Confidential Information in any fashion, form, or manner, except in furtherance of the purpose described above.
3. EKM will protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own proprietary and confidential information of like kind which shall in no event be less than a reasonable standard of care. Access to the Confidential Information shall be restricted to those of EKM's personnel engaged in performing the use permitted hereby.
4. Information disclosed hereunder shall at all times remain the property of the Company. No license or immunity is granted by the Agreement by the Company to EKM either directly or by implication, estoppel, or otherwise, under any patent, copyrights, trademarks, or mask works, or any trade secrets or know-how other than that disclosed warranty, assurance or guarantee, by the Company, with respect to the infringement, misappropriation or violation of any of the intellectual property rights of third parties. The Company provides information on an "AS IS" basis without warranty of any kind, including, but not limited to, any IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE or MERCHANTABILITY.
5. Confidential Information may not be copied or reproduced by EKM other than as authorized herein.
6. All Confidential Information made available hereunder, including any and all copies thereof, in whole or in part, shall be returned to the Company upon completion of the purpose referred to above upon the Company's request.



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7. Nothing contained in this Agreement will be construed as conferring any rights to either party to use in advertising, publicity or other marketing activities, any name, trade name, trademark, acronym, or other designation of the other, including any contraction, abbreviation, or simulation of any of the foregoing.

8. This agreement shall become effective as of the date Confidential Information is first made available to EKM hereunder and EKM's duty to hold confidential Information in confidence shall continue for as long as permitted by applicable law.

9. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Company's Confidential Information. This statement of the Agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

Agreed and Accepted:

Agreed and Accepted:

The Company:

E-K Media

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)