

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter referred to as the "Agreement") is made and effective the day of the submission of material by and between yourself (hereinafter referred to as the "Client") and EPFP (hereinafter referred to as the "Artist").

1. Confidential Information.

Client proposes to pay Artist to produce artwork from supplied pictures that are confidential and proprietary information (the "Confidential Information"). Confidential Information shall include all photographs, data, materials, products, technology, financial information, and other information about the client disclosed or submitted, orally, in writing, or by any other media, to the Artist.

2. Artist's Obligations.

A. Artist agrees that the Confidential Information is to be considered confidential and proprietary to the client and shall not use the Confidential Information/Photographs/Artwork other than for the purposes of its business with client, and shall disclose it only to its employees or assistants that are involved with producing the images for the client with a specific need to know. The Artist will not disclose, publish or otherwise reveal any of the Confidential Information/Photographs/Artwork taken to any other party whatsoever except with the specific prior written authorization of Owner.

B. Confidential Information furnished in tangible form shall not be duplicated by Artist except for purposes of this Agreement. Upon the request of the client, the Artist shall return all Confidential Information received, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the clients' option, any documents or other media developed by the Artist containing Confidential/Information/Photographs/Artwork may be destroyed by Artist. Artist shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter.

3. Term.

The obligations of Artist herein shall be effective from the date and time client discloses any Confidential Information to Artist pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Artist, nor by the rejection of any agreement between client and Artist, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information.

Artist shall have no obligation under this Agreement with respect to Confidential Information/Photographs/Artwork which becomes publicly available without breach of this Agreement by Artist; is rightfully received by client without obligations of confidentiality; or is developed by Artist without breach of this Agreement; provided, however, such Confidential Information/photographs/Artwork shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

5. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information/Photographs/Artwork.

6. No Publicity.

Artist agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Client.

7. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United Kingdom for any dispute arising out of this Agreement. The Artist agrees that in the event of any breach or threatened breach by Artist, the Client may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Client against any such breach or threatened breach.

8. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment.

Artist may not assign this Agreement or any interest herein without Client's express prior written consent.

10. Serviceability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.