

# Standard Non-Disclosure Agreement

Timothy Gemelli  
DBA The PhotoBooth Lounge  
155 Staples Road  
Easton CT 06612  
203.665.8113, fax 203.621.3191

and

\_\_\_\_\_ (RECIPIENT)

This Agreement is made between Timothy Gemelli/The PhotoBooth Lounge (TPBL), and \_\_\_\_\_, herein referred to as "RECIPIENT." This Agreement concerns the disclosure by TPBL to the RECIPIENT of certain confidential information. Both and the RECIPIENT agree to the following terms and conditions:

1. As used in this Agreement, "Confidential Information" shall mean all confidential or proprietary information, documents, and materials whether printed or in machine readable form or otherwise, and whether or not marked "confidential" or the like, developed, owned, licensed to or under the control of TPBL, relating to A Photo Sharing APP as defined by all transmitted documents. All processes, hardware, software, inventions, trade secrets, ideas, designs, research, know-how, business methods, production plans, and marketing plans related thereto are subject to this agreement.
2. All Confidential Information supplied by one party together with any reproductions thereof, shall remain the property of TPBL and will be promptly returned by the RECIPIENT upon receipt of request from TPBL.
3. The RECIPIENT will not distribute, disclose, or disseminate in any way such Confidential Information to anyone except its employees who are involved in a consideration of the above-mentioned Subject Matter. The obligations and restrictions imposed by this provision are limited in that the RECIPIENT will not be liable for disclosure or use of such information which:
  - a) is or becomes available to the public from a source other than the receiving party before or during the period of this Agreement;
  - b) is released in writing by TPBL;
  - c) is lawfully obtained by the RECIPIENT from a third party or parties; or
  - d) is known by the RECIPIENT prior to such disclosure.

In the event that 3(d) is true, the RECIPIENT will promptly notify Tim Gemelli, documenting their prior knowledge.

4. The RECIPIENT will maintain a written agreement with each of its employees sufficient to enable the RECIPIENT to comply with all appropriate terms of this Agreement and to provide for its employees compliance with all such terms.
5. No license to the RECIPIENT under any patent, copyright, or know-how is guaranteed or implied by conveying Confidential Information or other information to the RECIPIENT, and none of such information which may be transmitted shall constitute any representation, warranty, assurance, guaranty or inducement by TPBL to the RECIPIENT with respect to the infringement of any rights of third parties.

6. The RECIPIENT will not utilize any such Confidential Information in the manufacture of articles sold or offered for sale, or the provision of services, to anyone other than the disclosing party without the disclosing party's prior written consent, subject to the same exceptions set forth in Paragraph 3 above.

7. Except as may be required to carry out the terms of any engagement by TPBL, the RECIPIENT will not reproduce or copy any of TPBL's Confidential Information without the prior written approval of TPBL.

8. Nothing contained in this Agreement shall restrict, inhibit, or encumber TPBLs' right or ability to dispose of, use, distribute, disclose, or disseminate in any way its own proprietary information.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be modified except in writing signed by both parties. This Agreement shall be governed by the laws of the State of Connecticut and the United States of America.

10. RECIPIENT agrees to respect and abide by the terms of this Agreement for a period of FIVE YEARS from the date thereof.

This Agreement is hereby confirmed and accepted by:

RECIPIENT SIGNATURE:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECIPIENT ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tim Gemelli / TPBL

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_