

VENDOR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In consideration of the retention and continued retention by _____ (hereinafter "Agency") on behalf of its client, _____ (hereinafter "Advertiser"), of the services of _____ (hereinafter "Vendor"), Vendor agrees as follows:

1. Vendor has entered into a separate agreement with Agency for an upcoming advertising campaign for Advertiser. Vendor understands that in order for it to adequately perform those services, Agency and/or Advertiser may share certain proprietary or confidential information or trade secrets, whether written or oral, relating to Agency's and Advertiser's activities and plans (hereinafter "Confidential Information") with Vendor. Vendor further understands that the success of Advertiser's campaign depends on keeping such Confidential Information confidential.

2. Vendor agrees to maintain in confidence and safeguard the Confidential Information. Vendor further agrees that it will only use the Confidential Information to perform the agreed upon services for Agency and Advertiser and it will not disclose any Confidential Information to anyone without Agency's or Advertiser's express written authorization.

3. In the event that any Confidential Information is required to be disclosed by any administrative or judicial action, Vendor will attempt to maintain the confidentiality of the Confidential Information by asserting in such action any applicable privileges and immediately notify Agency and Advertiser of such action to give them the opportunity to seek legal remedies to maintain such confidentiality.

4. Vendor agrees that Agency and Advertiser will be damaged irreparably if this agreement is not specifically adhered to. Vendor hereby waives the defense or claim in any action or proceeding to enforce this agreement, that an adequate remedy exists at law. Should any dispute arise under or in connection with this agreement, an *ex parte* injunction and temporary restraining order may issue restraining any action in breach hereof pending determination of the controversy. The remedy of specific enforcement of this agreement will be non-exclusive and in addition to any other remedy that Agency and Advertiser may have.

5. Vendor agrees that it will immediately return any Confidential Information in its possession upon the request of Agency or Advertiser.

6. Vendor represents and warrants that:

(a) Vendor has the full right and power to enter into and fully perform this agreement in accordance with its terms;

(b) The execution, delivery and performance of this agreement will not infringe upon the rights of any third party or violate the provisions of any agreement to which the Vendor is a party.

7. This agreement contains the entire understanding between the parties relative to the protection of the Confidential Information, and supersedes any and all prior agreements or understandings between the parties with regard to such Confidential Information. This agreement shall be construed in accordance with the laws of the State of New York, and jurisdiction and venue of all matters relating to this agreement shall be vested exclusively in the local, state and federal courts in New York County, New York.

Company

Signature

Print Name

Title

Date