

NON-DISCLOSURE AGREEMENT

A. This Agreement is made by and among NRC Media Creations, Inc., a Florida corporation, (hereinafter, together with all subsidiary and affiliated companies which it now or hereafter controls, referred to collectively as "NRC"), and, _____, a _____, (hereinafter, together with all subsidiary and affiliated companies which he now or hereafter controls, referred to collectively as "Recipient"). For valuable consideration received and acknowledged, NRC wishes to disclose to Recipient and Recipient wishes to receive during the period described in Appendix A, certain confidential information more fully described in Appendix A (hereinafter "INFORMATION"), for the purposes of Recipient's assisting in the developing and marketing of a marketing concept utilizing the Information.

B. CONFIDENTIALITY AND COMMITMENTS.

1. Recipient shall maintain in confidence NRC's INFORMATION, provided that it (a.) is clearly marked with NRC's name and confidential, proprietary or the substantial equivalent; and (b.) if orally disclosed, is summarized in writing and is clearly marked with NRC's name and confidential, proprietary or the substantial equivalent thereof and delivered to Recipient within thirty (30) days thereafter. Recipient shall use the same degree of care to avoid disclosure of INFORMATION as it employs with respect to its own confidential/proprietary information, using at the least the reasonable standard of care recognized by the community. Recipient shall notify its employees or agents who use the INFORMATION of the obligation hereunder and upon request from NRC, supply to NRC the names of the employees or agents who have had access to the INFORMATION.
2. Recipient shall have no obligation as to INFORMATION that: (a.) is known to Recipient at the time of disclosure although Recipient agrees that the INFORMATION supplied to date was not known at the time of disclosure; or (b.) becomes known to Recipient from another source without a confidentiality restriction on subsequent disclosure or use; or (c.) is or becomes part of the public domain through no wrongful act of Recipient, or (d.) is disclosed with the prior written approval of NRC, or (e.) is disclosed pursuant to any judicial or governmental request, requirement or order; provided that Recipient takes reasonable steps to give NRC sufficient prior notice in order to contest such request, requirement or order.
3. Title to all tangible forms of INFORMATION and any copies thereof shall be and remain with NRC. Recipient shall not copy or reproduce in whole or in part any INFORMATION without written approval of NRC, except as is necessary to fulfill the purpose of this Agreement and the supplying of services to NRC. Upon written request or termination of this Agreement, all such tangible forms of INFORMATION shall be promptly returned to NRC or destroyed at NRC's

option. Recipient agrees that its name may be affixed to the product produced by NRC, but only at the discretion of NRC and upon Recipient's consent. Recipient further agrees that any work product derived from the relationship between NRC and Recipient shall remain confidential and proprietary and title thereto shall be and remain with NRC. Recipient hereby releases NRC from any and all claims of ownership or otherwise that Recipient may have to the Information and the work product described herein.

4. Recipient shall not remove any proprietary, copyright, trade secret, or other legend ("Proprietary Rights Legend") from any form of INFORMATION. Recipient, and when reasonably possible and at NRC's expense, Recipient will add to the INFORMATION any Proprietary Rights Legend (or modify same) which NRC deems necessary to protect its intellectual property rights upon receipt of a request in writing to be so added or modified.

C. GENERAL

1. Either party may terminate this Agreement without cause upon three (3) days written notice given to the other, provided that the confidentiality obligations under Section B shall survive termination hereof.
2. No rights or obligations other than expressly recited herein are to be implied herefrom. Nothing except that expressly stated herein shall affect either party's present or prospective rights under any country's patent laws, or be construed as granting any license under any present or future patent or application therefor, or preclude marketing any product unless such marketing constitutes unauthorized disclosure of the INFORMATION.
3. This document and appendices contains the entire Agreement between the parties and supersedes any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof. The Agreement shall not be modified or changed in any manner except in a writing signed by both parties. If a court of competent jurisdiction finds any of the provisions hereto so overbroad as to be unenforceable, such provisions may be reduced in scope by the court to the extent it deems necessary to render the provision reasonable and enforceable.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED to be effective as of _____, 2012.

NRC
NRC Media Creations, Inc.
a Florida Corporation

Recipient
_____, a _____
_____ company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

1. NRC identifies the following as the subject of its confidential information: development of a marketing concept.
2. NRC designates the following person as its focal point for receipt of notices and INFORMATION:

Rana M. Gorzeck, Attorney at Law
Ward Damon
4420 Beacon Circle
West Palm Beach, FL 33407

3. Recipient designates the following person as his/her focal point for receipt of notices and INFORMATION:

Name:
Address:

Phone:
E-mail:

4. INFORMATION will be transmitted during the period of the next twelve months.
5. INFORMATION will be exchanged for the potential purposes of developing the marketing concept.