



Non-Disclosure Agreement

This Non-Disclosure and Confidentiality Agreement ("Agreement") is made and entered into this by and between Kohmedia, LLC. on the one hand ("Company"), and _____ ("Employee").

WHEREAS, Employee will be provided certain written, electronic, printed and/or oral information regarding the other, including but not limited to: information relating to business records and plans, financials, marketing, research, trade secrets and technical information, inventions, designs, product requirements, pricing structure, costs, profitability analysis and other information, which information is proprietary and confidential to the Company, and/or any Client hired by the Company, and not generally ascertainable to the public ("Confidential Information"), for the purpose of projects, work or any undertaken by the Company or on the behalf of a Client; and

WHEREAS, both parties acknowledge that the information has been or will be developed by Company at significant effort and expense and is sufficiently secret to derive economic value from not being generally known to other persons. Employee also acknowledges that each component of the information constitutes a valuable and protectable trade secret of Company;

NOW, THEREFORE, Employee will occupy a position of trust and confidence with the Company, and in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company and Employee agree as follows:

1. Confidential Information. Employee agrees that it shall not (except as required to carry out its duties and responsibilities) at any time, directly or indirectly, disclose to any person or entity, use for its own benefit or for the benefit of any third Employee, any Confidential Information or material provided to it by the Company or third-parties engaged by Company, whether written or oral. The term "Confidential Information" shall not include information which, by clear and convincing written evidence: (i) was part of the public record at the time of execution of this Agreement; (ii) hereafter becomes part of the public record by publication or otherwise through no action of Employee; (iii) was already known to Employee, as evidenced by written records; (iv) was received by Employee through a source which is not under an obligation of confidentiality to Company; or (v) was independently developed without the use of Company's Confidential Information.

2. Additional Covenants. Employee agrees that, following the receipt of Confidential Information , it shall: (i) undertake all reasonable and appropriate steps to ensure that the secrecy and confidentiality of Confidential Information is

maintained; and (ii) if requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, provide Company with prompt notice of such request(s) to enable Company to seek an appropriate protective order.

3. No Liability. Employee agrees that no covenants, warranties or representations are made by Company or any of Company's representatives with respect to the accuracy or completeness of any Confidential Information, and none of them shall have any liability to Employee arising out of the use of Confidential Information.

4. Remedy. Employee hereby acknowledges that a violation of the provisions of this Agreement may cause irreparable damage to Company, the amount of which may be impossible to quantify, and it is therefore agreed and understood that in the event of such a violation of this Agreement, Company shall be entitled to injunctive relief against such violation, in addition to such other remedies Company may have.

5. Waiver. The waiver by Company of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach, whether of the same or of a different character.

6. Entire Agreement. This agreement, solely with respect to confidentiality of information, sets forth the entire agreement and understanding of the parties and merges all prior discussions between them as to Confidential Information. The Recitals set forth above are hereby incorporated into and made a part of this Agreement by this reference.

7. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the internal laws of US, without regard to choice or conflict of law rules.

8. Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, such provision shall be deemed modified to the extent required to render it valid, enforceable and binding, and such determination shall not affect the validity or enforceability of any other provision of this Agreement.

9. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Company and Employee have executed this Agreement as of this _____ day of _____, 20_____.

Company

Employee