

# YESMORE CONTENT NON-DISCLOSURE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (“Recipient”) hereby agrees with YesMore Content as follows:

1. Recipient acknowledges that during the course of Recipient’s dealings, discussions communications and/or relationship with YesMore Content, YesMore Content may disclose to Recipient certain information, and Recipient may otherwise discover certain information, about YesMore Content and/or YesMore Content’s clients. All such information about YesMore Content and YesMore Content’s clients, including, but not limited to, technical or business information, ideas, concepts, materials, existing or contemplated products services, research and development, production, technology, advertising campaign information, plans, proposals, artwork, copy, marks, strategies, costs, profit or margin information, finances, customers (present, past and potential), marketing, and current or future business plans, shall be deemed “Confidential Information.”
2. As between Recipient and YesMore Content, all Confidential Information shall remain the sole property of YesMore Content and Recipient shall have no rights to or in the Confidential Information. Recipient shall hold the Confidential Information in strict confidence, protecting it with at least the same care which Recipient gives to its own most confidential information (but in no event less than reasonable care), and Recipient will not disclose the Confidential Information to any third party nor will Recipient utilize, directly or indirectly, such Confidential Information for its own benefit, for the benefit of any third party or for any purpose without YesMore Content’s prior written consent. Recipient shall not make any disclosure of the Confidential Information (including methods or concepts utilized in the Confidential Information) to anyone, other than to Recipient’s directors officers, employees, agents, subcontractors, advisors or affiliated companies (the “Representatives”), without the express written consent of YesMore Content. It is further agreed that any disclosure to Representatives shall take place only on a need-to-know basis and shall be subject to such Representatives having entered into a non-disclosure agreement with Recipient consistent with the terms hereof. Except as otherwise authorized in writing by YesMore Content, Recipient shall not:
  - a. Furnish or deliver in whole or in part to anyone, other than YesMore Content or YesMore Content’s Clients, the commercial(s) or the storyboard(s), script(s), advertising copy or other elements used for or in the production of any advertising; or
  - b. Allow anyone, other than personnel of YesMore Content or YesMore Content’s Clients to view or inspect in whole or in part any such advertising material; or
  - c. Otherwise disclose in whole or in part to anyone other than personnel of YesMore Content or YesMore Content’s Clients and the contents of the advertising or any such advertising material; or
  - d. Authorize or release any advertising matter or publicity of any form containing any reference to the advertising or to the corporate names and/or trademarks of YesMore Content and/or YesMore Content’s Clients.
3. The Recipient shall (a) require any of its Representatives who may receive the Confidential Information to maintain the same in strict confidence and not to use or disclose the information except as permitted under this Agreement, and (b) ensure that its Representatives so comply. Recipient agrees that if there is a breach or threatened breach of the provisions of this Agreement, YesMore Content shall have no adequate remedy in money or damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this agreement.
4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that Recipient can show by documentary evidence: (a) is in Recipient’s possession or control at the time of its



disclosure hereunder; (b) is, or becomes publicly known, through no wrongful act of Recipient; or (c) is rightfully received from a third party without any obligation of confidentiality.

5. In the event Recipient is required by law, regulation or court order to disclose any Confidential Information, Recipient will immediately notify YesMore Content in writing prior to making any such disclosure in order to facilitate YesMore Content's seeking a protective order or other appropriate remedy from the appropriate body. Recipient further agrees that if YesMore Content is not successful in precluding the requesting legal body from reviewing the Confidential Information, Recipient will furnish only that portion of the Confidential Information which is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
6. As between Recipient and YesMore Content, Confidential Information disclosed under this Agreement shall be and remain the property of YesMore Content. All such information in tangible form shall be returned to YesMore Content promptly upon request and shall not thereafter be retained in any form by Recipient. No licenses or rights under any patent, copyright, or trademark are granted or are to be implied by this Agreement. Recipient acknowledges that its obligations of confidentiality hereunder shall be continuing.
7. Neither this Agreement nor the disclosure of any Confidential Information pursuant to it, shall in any way bind Recipient and YesMore Content to enter into a business relationship of any nature.
8. Recipient hereby indemnifies and shall defend and hold harmless YesMore Content and its clients, and their respective affiliates, officers, directors, employees and agents from and against all liability, damages, loss, cost or expense (including but not limited to reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding relating to any breach by Recipient of its obligations hereunder.
9. This Agreement: (a) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter, (b) may not be amended or in any manner modified except in writing signed by the parties, and (c) shall be governed and construed in accordance with the laws of the State of New York without regard to its choice of law provisions. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
10. As used in this Agreement, the term "Recipient" includes Recipient's Representatives.
11. The protection of YesMore Content's Confidential Information set forth herein and the rights, benefits and privileges granted YesMore Content, shall apply equally to Recipient and Recipient's "Confidential Information" where recipient has specifically designated such information as confidential (defined as set forth above in paragraph 1), and the strict confidentiality requirements applicable to Recipient set forth herein shall apply equally to YesMore Content with respect to Recipient's Confidential Information. The purpose of this paragraph is to make all of the provisions of this agreement mutual and to protect Recipient's Confidential Information in the same manner as YesMore Content's Confidential Information is protected hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

**RECIPIENT:**

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

