



COMMERCIAL INDUSTRIAL PHOTOGRAPHER.COM

## Confidentiality Agreement

Mark Davis agrees during his contractual service relationship with \_\_\_\_\_ (hereafter 'the Client') that he shall not, directly or indirectly, use or disclose any confidential or proprietary information relating to the Client or its business or customers which is disclosed to him or known by him as a consequence of or through his relationship with the Client and which is not otherwise generally obtainable by the public at large.

The term 'Confidential or Proprietary Information' shall mean all information Client furnishes to Mark Davis, whether furnished before or after the date of this Agreement, whether written or oral, tangible or intangible, visual and in whatever form or medium provided. Confidential or Proprietary Information shall also include all information, photographs and videographs generated by Mark Davis that contains, reflects or is derived from the furnished information including the client's production or manufacturing processes.

The following will not constitute Confidential or Proprietary Information for purposes of this Agreement: (a) information which is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement, (b) information which was already known to Mark Davis prior to being furnished pursuant to this Agreement, and (c) information which becomes available on a non-confidential basis from a source other than Mark Davis if such source was not subject to any prohibition against transmitting the information to Mark Davis.

If the foregoing terms are acceptable and the Client and Mark Davis agree to be bound by them, each party shall sign this Agreement by an authorized client representative and return to the other party by email in PDF format. Electronic PDF versions of this Agreement shall have the same legal effect as originals, and all of which, when fully executed, shall constitute one and the same instrument.

Agreed and accepted this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**Company Name: Mark Davis, Photographer**

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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