

VOCAL VALET NONDISCLOSURE AGREEMENT:

This Nondisclosure Agreement (the "Agreement") is entered into by and between, VOCAL VALET/Talent, and _____, ("Client") with its principal offices at _____, ("Client") and _____, ("Vocal Valet/Talent"), located at _____ ("Vocal Valet/Talent") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include any and all forms of information or material written or otherwise that has or could have commercial value or other utility in the business in which CLIENT is engaged.

2. **Exclusions from Confidential Information.** VOCAL VALET's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of VOCAL VALET; (b) discovered or created by the VOCAL VALET before disclosure by CLIENT; (c) learned by the VOCAL VALET through legitimate means other than from the CLIENT or CLIENT's representatives; or (d) is disclosed by VOCAL VALET with CLIENT's prior written approval.

3. **Obligations of VOCAL VALET.** VOCAL VALET shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the CLIENT. VOCAL VALET shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. VOCAL VALET shall not, without prior written approval of CLIENT, use for VOCAL VALET's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of CLIENT, any Confidential Information. VOCAL VALET shall return to CLIENT and or destroy/delete any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if CLIENT requests it in writing.

Please initial next to one option or write your own instructions:

DESTROY/DELETE ALL MATERIALS_____ **RETURN ALL MATERIALS**_____ **(If written)**

(_____ **Initial**)

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive even after the termination of this Agreement and VOCAL VALET's duty to hold Confidential Information in confidence shall remain in effect until the CLIENT informs VOCAL VALET that the Confidential Information no longer qualifies as a trade secret or until CLIENT sends VOCAL VALET written notice releasing VOCAL VALET from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party: a partner, a joint venture or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a written agreement, or contract signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Notice of Immunity:** VOCAL VALET and or it's TALENT is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. A CLIENT who files a lawsuit for retaliation by VOCAL VALET for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

_____ (Client Signature)

_____ (Typed or Printed Name)

Date: _____

_____ (Vocal Valet)

_____ (Typed or Printed Name)

Date: _____