

**RECIPIENT: Please fill out the appropriate information, sign, date and return it to the company at the Arizona address below or via fax, 928-282-5712**

**NON-DISCLOSURE AGREEMENT  
AMP PICTURES, INC.**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and entered into by and between: \_\_\_\_\_, herein referred to as "Recipient" and AMP PICTURES, INC., a NEVADA Corporation, herein referred to as "Company."

WHEREAS, the parties have entered into this Agreement to assure the confidentiality of such confidential items in accordance with the terms of this Agreement.

1. Confidential items,

The undersigned acknowledges that Company has furnished to the undersigned Recipient certain proprietary data ("Confidential Information") relating to the business affairs and operations, whether in writing, orally or by demonstration, including methods, procedures, compositions, material trade secrets and any product manufactured, related or developed in whole or in part therefrom and including information and business secrets relating to Company's finances, operations plans, distribution arrangements and customer lists (collectively referred to as "Information") of Company for study and evaluation by Recipient.

2. Disclosure of Confidential Items.

It is acknowledged by Recipient that information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Recipient, except as provided in this agreement, may cause serious harm or damage to Company, and its owners and officers. Therefore, Recipient agrees that Recipient will not use the information furnished for a purpose detrimental to Company or otherwise than for an evaluation of Company, and agrees that Recipient will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party; provided, however that (a) information furnished may be disclosed only to those directors, officers and employees of Recipient and to Recipient's advisors or their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by Recipient of the confidential nature of such information and shall be directed by Recipient to treat such information confidentially), and (b) any disclosure of information may be made to which Company consents in writing.

3. Limits On Obligations.

The obligations of Recipient shall not apply to any confidential items which is received by Recipient from Company which:

- a) Is disclosed in a printed publication available to the public, is described in an issued patent, trademark or copyright notice anywhere in the world, is otherwise in the public domain at the time of disclosure, or becomes publicly known through no breach of this Agreement by Recipient;
- b) Becomes known to Recipient through disclosure by sources other than Company having the right to disclose such confidential items;
- c) Is disclosed pursuant to the requirements of a governmental agency or any law requiring disclosure thereof, provided that Company is provided with prior written notice of any such disclosure and the opportunity to object to the requesting party prior to disclosure;

- d) Is generally disclosed to third parties by Company without similar restriction on such third party;
- e) Is approved for release on written authorization of any two officers of Company; or
- f) Has been independently developed by Recipient prior to the date of this Agreement, and written evidence of such prior to development is presented to Company at the time of disclosure, or within thirty (30) days thereafter. If Recipient presents such written evidence, such evidence as well any additional information that may by necessity be included with such evidence shall be held in confidence by Company. However, notwithstanding the foregoing, a breach of the foregoing obligations shall not be absolved by the subsequent occurrence of any of the above exceptions.

4. Return of Documents,

Recipient shall upon request of Company return to Company all confidential items received by Recipient from Company pursuant to this Agreement (and all copies and reproductions thereof).

5. Termination,

This Agreement and all rights and obligations of the parties under this Agreement shall terminate on the 3rd year anniversary of the date of this Agreement.

6. Notices.

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made if in writing and delivered personally, delivered by reputable overnight courier, or sent by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses (or at such other address as a party may specify by notice given pursuant to this Section 6).

If to Company:

If to Recipient:

\_\_\_\_\_, President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Miscellaneous.

- a) This Agreement supersedes all prior agreements written or oral between the parties relating to the subject matter of this Agreement, this Agreement may not be modified, changed, or discharged, in whole or in part, except by an agreement In writing signed by the parties.
- b) This Agreement shall be construed and Interpreted in accordance with the laws of the State of Nevada. In the event of any litigation between the parties arising out of this Agreement, the parties agree to submit the matter to the appropriate municipal, state or federal court sitting in Las Vegas County, NV and the parties agree to submit to the jurisdiction of such courts.
- c) Recipient agrees and acknowledges that monetary damages will not be adequate or sufficient to protect Company form any threat or actual breach or violation of any of the provisions of this Non-Disclosure Agreement and accordingly acknowledges that Company shall be entitled, in addition to any other remedies which it may have, to injunctive relief to enforce the rights of the Company hereunder.
- d) The person executing this Agreement on behalf of the Recipient has the requisite authority to bind the Recipient, its successors and assigns, to the terms hereof.
- e) Whether or not this Agreement is executed by Company, it will be deemed a valid and binding Agreement when executed by the Recipient. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be considered

one and the same agreement, the parties agree that an executed facsimile copy of this Agreement will be deemed an original.

- f) The waiver by any party of the performance by another party of any provision of this Agreement shall not invalidate this Agreement, nor shall it be considered a waiver of any other provision of this Agreement, nor shall it be considered a waiver of the performance of such provision required to be made at a later date.
- g) If any action, suit, arbitration or other proceeding is instituted by any party hereto under or in connection with this Agreement, the prevailing party in such action, suit, arbitration or proceeding (including all appeals and petitions therefrom) shall be entitled to an award of the prevailing party's costs, expenses, and reasonable attorneys' fees.
- h) Every provision of this Agreement is intended to be severable. If any provision of this Agreement or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the balance of the terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.
- i) The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement.
- j) Whenever the context shall so require, the singular shall include the plural, the masculine gender shall include the feminine gender and the neuter, and vice versa.

IN WITNESS HEREOF, the parties have executed this Agreement on this day of, \_\_\_\_\_ 20\_\_.

RECIPIENT:

COMPANY:

By: \_\_\_\_\_  
Signature of Recipient

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

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number/ & FAX

\_\_\_\_\_

\_\_\_\_\_  
E mail address

\_\_\_\_\_

**REFERRED BY:**

