

FREELANCE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") dated as of _____, (the "Effective Date")
Is between _____ (the "Freelancer") with an address at _____
_____ and **Picture This Production Services, Inc.**
("PTPS") with an address at **2223 NE Oregon Street, Portland, Oregon 97232**. This Agreement is made to set forth the basis under which PTPS shall furnish and/or disclose to the Freelancer certain technical and business information of PTPS solely for use by the Freelancer with respect to a potential business arrangement with PTPS.

PTPS and the Freelancer agree as follows:

Freelancers understand and agree that they are responsible for the equipment that they are entrusted with to fulfill their positions. This includes **"NOT LEAVING THE EQUIPMENT IN A VEHICLE OR UNATTENDED AT ANY TIME"** while it is in their possession. Picture This may also terminate employment and/or prosecute for willful neglect and/or loss of equipment.

1. As used in this Agreement, the term "Confidential Information" shall mean all business and technical information of PTPS, in whatever form or medium, including, without limitation, any trade secrets, processes, data, technical documentation, pricing information, product/service specifications, prototypes, computer programs, drawings, models, client lists, marketing materials, or financial data.

2. Freelancer shall only use Confidential Information in connection with providing services to PTPS or to evaluate any potential business arrangement between the Freelancer and PTPS. The Freelancer agrees that the Confidential Information is and will remain the property of PTPS. Unless otherwise agreed to in writing by PTPS, the Freelancer shall treat as confidential and shall not disclose or otherwise make available any Confidential Information to any person other than employees and attorneys of the Freelancer solely for the purposes of and in accordance with this Agreement; provided, however, that the Freelancer may disclose Confidential Information only to those employees and attorneys who have a need to know and who have executed and are bound by a confidentiality agreement containing terms and conditions substantially similar to those contained in this Agreement. In addition, the Freelancer shall instruct its employees and attorneys who have access to the Confidential Information to keep the same confidential by using the same care and discretion that the Freelancer uses with respect to its own confidential property and trade secrets. All copies, reproductions, disclosures, summaries and distributions of Confidential Information shall contain and state the same confidential or proprietary notices or legends, if any, that appear in the original. The Freelancer agrees to segregate all tangible forms of Confidential Information from the confidential materials of the Freelancer or any third party. Confidential Information and all copies, reproductions, disclosures, summaries and distributions thereof shall be returned by the Freelancer to PTPS, upon PTPS's request. PTPS makes no representation or warranty as to the accuracy or completeness of the Confidential Information. PTPS shall have no liability resulting from or in connection with the use of the Confidential Information by the Freelancer.

3. The confidentiality and non-use provisions of this Agreement shall not apply to the following: (i) any information already known by the Freelancer without any obligation of confidentiality; (ii) information that is or becomes publicly known through no fault of the Freelancer; and (iii) information rightfully received by the Freelancer from a third party who is under no obligation of confidence to PTPS.

4. If the Freelancer is required to disclose all or any portion of the Confidential Information pursuant to an order of a governmental agency or court of competent jurisdiction, it shall provide PTPS with prompt written notice of such request order and provide PTPS with an opportunity to attempt to preclude or limit such disclosure. The Freelancer agrees that it will only disclose that portion of the Confidential Information which, in the opinion of counsel, the Freelancer is compelled to disclose pursuant to such order.

5. The Freelancer shall notify PTPS immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Freelancer or any of its employees, officers, directors, accountants, attorneys, consultants or other representatives, and shall reasonably cooperate with PTPS to regain possession of the Confidential Information and prevent its further unauthorized use. If the Freelancer or any of its employees, officers, directors, accountants, attorneys, consultants or other representatives shall attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, PTPS shall have the right, in addition to such other remedies which may be available to it,

to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

6. Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute an implied license in favor of the Freelancer to any proprietary rights of PTPS, including, without limitation, any patents, copyrights, trademarks or trade secret information.

7. Neither party hereto, without the prior written consent of the other party, shall disclose to any third party the existence or purpose of this Agreement, the terms and conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law and then only after first notifying the other party of such required disclosure. Each party hereto agrees not to use any trade name, service mark, or trademark of the other party or refer to the other party in any promotional activity or material without first obtaining the prior written consent of such party.

8. Except for the obligation of confidentiality and the restrictions on use imposed by this Agreement upon the Freelancer, each party hereto hereby acknowledges that no obligation of any kind is assumed or implied against either party by virtue of any meetings or discussions regarding the purpose of this Agreement with respect to whatever information is exchanged. Further, neither this Agreement nor any meetings and communications of the parties hereto relating to the subject matter of this Agreement shall (i) constitute an offer, request or contract with the other to engage in any research, development or other work, or (ii) constitute an offer, request, or contract involving a buyer-seller relationship, venture, alliance, teaming or partnership relationship between the parties.

9. This Agreement shall not be changed, modified or amended except by a written instrument signed by both of the parties hereto, and this Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other.

10. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws.

12. The individuals executing this Agreement on behalf of the Freelancer and PTPS do each hereby represent and warrant that they respectively have been and are on the Effective Date duly authorized to execute this Agreement on behalf of their respective principals.

13. This Agreement may be executed manually or by facsimile in one or more counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

“Freelancer”

Printed Name: _____

Signature: _____

Phone: _____

Email: _____