



# NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into this XX day of Month, 2025 (the "Execution Date"),

BETWEEN:

AND

The "Photographer"

John Michael Doe of

X123 Yza Rd

Townsville, XY 12345

Email: abcdxyz1234@domain.com

Phone (Mobile): (555) 123-4567

The "Model"

Emily Jane Taylor of

7890 Maple Ave

Lakeside, XY 98765

Email: xyzabc4567@email.com

Phone (Mobile): (303) 789-0123

## 1. Confidential Information

- a. Personal information and personally identifiable information provided by the Photographer to the Model under this Agreement constitute Confidential Information, regardless of when such information was provided or how it was provided to the Model.

"Confidential Information" is defined as the following and applies to the Photographer and their family members:

- b. Name (First, Middle, Last)
  - c. Home address (limited to street address)
  - d. Information relating to full-time employment
  - e. Resident names and street addresses of residential locations used for photoshoots
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AGREEMENT AND AUTHORIZATION FOR MODEL TO BE IN MEDIA

## **2. Obligations of Non-Disclosure**

- a. Except as otherwise provided in this Agreement, the Model agrees not to disclose any Confidential Information.

The Confidential Information provided to the Model will only be used by the Model for the Permitted Purpose and not for any other purpose that might be detrimental to the Photographer or any associated affiliates.

The Model's obligation to prevent the disclosure of Confidential Information and the duty to provide notice as required under this Agreement will survive the expiration or termination of this Agreement and will remain in effect for a period of two (2) years from the date of this Agreement.

- b. The Model may disclose Confidential Information:
  - c. To individuals for whom the Model has been given prior written approval by the Photographer to share such Confidential Information.
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## **3. Notices**

- a. In the event the Model is required to disclose any part of the Confidential Information in a civil, criminal, or regulatory proceeding, the Model will promptly notify the Photographer in writing (physical or electronic) of such request so that the Photographer may seek an appropriate remedy or waive the Model's compliance with the provisions of this Agreement concerning the request.
  - b. If the Model loses or makes an unauthorized disclosure of any Confidential Information, the Model will immediately notify the Photographer.
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## **4. Exceptions**

- a. The Model may discuss details of the Photographer only in a non-related capacity to the Permitted Purpose where no direct linkage can be made.
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## **5. Duration of Agreement**

- a. The Model acknowledges and agrees that this Agreement is binding on all heirs and assigns. This Agreement is irrevocable, worldwide, and perpetual, and the provisions herein shall be binding upon the Model and their successors, legal representatives, and assigns.
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## **6. Termination**

- a. The Photographer may terminate this Agreement by providing written notice (physical or electronic) to the other party. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.
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## **7. Amendments**

- a. This Agreement may only be amended or modified by a written instrument executed by both the Photographer and the Model.
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## **8. General Provisions**

- a. The Recipient is liable for all costs, expenses, and expenditures, including but not limited to legal costs, incurred by the Photographer in enforcing this Agreement due to any default by the Model.
- b. Both the Photographer and the Model acknowledge that this Agreement is reasonable, valid, and enforceable. However, if a court of competent jurisdiction finds any provisions to be too broad to enforce, it is the intention of the parties that such provisions be reduced in scope only to the extent necessary to make them enforceable, while still providing the Photographer with the broadest possible protection.
- c. No failure or delay by the Photographer in exercising any power, right, or privilege under this Agreement will operate as a waiver. No single or partial exercise of rights will preclude any further exercise of them or the exercise of any other right, power, or privilege under this Agreement.
- d. The parties agree that any or all parts of this Agreement may be submitted to the other party in legible and recordable electronic form, and upon



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acknowledgment of receipt by the receiving party, they shall become valid parts of the Agreement.

- e. This Agreement will be construed in accordance with and governed by the laws of the State of North Carolina.
- f. This Agreement contains the entire understanding between the parties and the terms are contractual.

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John Doe  
*The Photographer*

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Emily Taylor  
*The Model*

*Signed by both parties on MM/DD/YY*

