

NON-DISCLOSURE AGREEMENT

This agreement denotes a binding agreement between Fusionmedia Properties and Everything Weddings, LLC (Owner), Too Dumb Broads Productions, LLC (Owner) or any of its subsidiaries or affiliations, including but not limited to Bride's Advisor Charleston: Everything You Need to Create Your Dream Wedding, Bride's Advisor, Cities for Vows, www.citiesforvows.com, www.bridesadvisorcharleston.com or any other published books or media projects produced by or for Everything Weddings, LLC and/or Too Dumb Broads Productions, LLC which own all copyrights to aforementioned concepts, books and media, has disclosed or may disclose to you or your business, information, ideas/concepts that are protected intellectual rights, financial information, technical information, and/or ideas regarding their past, present and/or future products, services or concepts (Proprietary information). In consideration of any disclosures and any negotiations concerning the proposed business relationship, you agree as follows:

1. You and/or any representative or employee of your business will hold in confidence and not possess, use or disclose any proprietary information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior disclosure by owner, or (c) was properly disclosed to you by another person without restriction and, you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any or use of the Proprietary Information.
2. If you are not involved in or decide not to proceed with the proposed business relationship or if asked by Owner, you will promptly return all Proprietary Information and all copies, extracts, documents or other objects or items in which it may be contained or embodied.
3. You will promptly notify Owner of any unauthorized release of proprietary information.
4. You understand that this statement does not obligate Owner to disclose all information, negotiate, or enter into any formal agreement or on-going relationship.
5. You acknowledge and agree that due to the unique nature of the proprietary information, any breach of this agreement by you or any representative or employee of your company would cause irreparable harm to Owner for which damages are not an adequate remedy and that the owner shall therefore be entitled to equitable relief in addition to all other remedies available at law.
6. You acknowledge and agree that all work done on behalf of Owner or its Partners becomes the property of Owner and said partners, in that you can make no claim to its Intellectual Property without first acquiring the written prior consent of Owner.
7. The terms of this agreement will remain in effect with respect to any particular Proprietary Information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
8. All verbal communication (including, but not limited to formal meetings and phone conversations) and written communication (including, but not limited to email, faxes, documents, photos, pictures, videos, and electronic documentation) regarding Proprietary Information is covered by the terms of this agreement.
9. This agreement is governed by the internal laws of the State of South Carolina and may be modified or waived only in writing. if any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Acknowledged and agreed upon on this day _____ of September, 2010..

Name: _____ (Print name)

Position/Title: _____

Company: Fusionmedia Properties

Signature: _____