



NON-DISCLOSURE AGREEMENT

AGREEMENT entered into this ____ day of _____, 200__, between each individual signed below ("Individual") and A Touch of Magic, Inc., a Washington corporation ("ATOM").

WHEREAS, Individual desires to work with ATOM in the design and/or execution of magic effects for a magical production and/or a production using magic, (the "Production") and will work with ATOM or with magic effects and/or illusions designed with ATOM's direction in collaboration with other designers and builders during the design and/or execution of the Production, and

WHEREAS, the parties both recognize that the concepts and techniques ATOM employs in designing and producing the magic in the Production are trade secrets of great value to ATOM and that this value will be destroyed by disclosure of these concepts and techniques, to ATOM's irreparable harm, and

WHEREAS, this value and any damage thereto are difficult to prove and not susceptible of precise calculation,

THEREFORE the parties AGREE as follows:

- 1. Individual will not disclose any of the concepts and techniques used, proposed or discussed by ATOM (the "Information"), or permit the Information to be disclosed, to any third party. Individual will take all steps reasonably necessary to prevent such disclosure.
2. Individual will not disclose the Information or permit the Information to be disclosed to any of its employees or co-workers except as necessary to permit the design, preparation or presentation of the Production. Individual will take all steps reasonably necessary to prevent such disclosure.
3. Individual will direct any employees or co-workers who must be provided with the Information not to disclose the Information to any other entity, and will take all steps reasonably necessary to prevent such disclosure.
4. In the event of disclosure of the Information by Individual in violation of this agreement, Individual shall pay to ATOM either (a) actual damages resulting from the disclosure, or (b) a sum equal to five times the specified charge for each effect or concept compromised by such disclosure. Option (b) is intended as liquidated damages, not as a penalty. ATOM shall also be entitled to seek any other appropriate relief, including injunctive relief to prevent disclosure, in any competent court.
5. This agreement shall be governed by the laws of the State of Washington regardless of the place of its execution. Individual consents to the jurisdiction of any competent court located in the State of Washington with respect to any dispute arising under this agreement.

DATED this ____ day of _____, 200__. DATED this ____ day of _____, 200__.

Individual: _____

ATOM: A Touch of Magic, Inc.

By _____

By _____

The following Individuals have read and agree to the Non-Disclosure Agreement attached to this signature page.

Printed NAME of Individual

Individual's SIGNATURE & DATE
