



Vendor Contract

Date _____

INSIGHT Productions Group LLC

1. **Scope.** This contract defines the work product ownership and confidentiality terms upon which services will be rendered to INSIGHT Productions Group LLC (collectively and individually "INSIGHT") by the "Vendor" identified below. All work tasks under this Contract shall be memorialized in a short summary, including pricing and due dates, and be attached as exhibits to this contract.
2. **Copyrights, trademarks, and Related Use Rights.** All of Vendor's acts and contributions shall be considered "Works for Hire" as defined under United States Copyright Law (17 U.S.C. §101). INSIGHT shall retain all rights to any materials supplied by INSIGHT to Vendor, and any and all work product produced thereon by Vendor whether in trademark, copyright, or otherwise, whether compilations or derivative in nature. Vendor shall not have any intellectual property rights associated with Vendor's work product produced hereunder.
3. **No License.** Neither this contract nor any disclosure of information hereunder grants the Vendor any right or license under any trademark, copyright or patent law.
4. **Non-Disclosure and Confidentiality Agreement.**
 - a. "Confidential Information" includes, among other things, all business strategies, notes, compilations, all of INSIGHT's client information, and all interpretations or other documents prepared by Vendor for INSIGHT, and/or all reflect or are based upon any information furnished to Vendor hereunder. The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Vendor or its representatives and agents, (ii) was rightfully within Vendor's possession prior to its being furnished by or on behalf of INSIGHT, (iii) becomes available to Vendor on a non-confidential basis from a source other than INSIGHT, or (iv) was known to Vendor independent of INSIGHT. Confidential Information may be disclosed in writing, by delivery of tangible things, by provision of access to INSIGHT's information, such as may be contained in a computerized data base, or by oral and/or visual presentation.
 - b. Use of Confidential Information. Recipient agrees that it will keep the Confidential Information confidential and use it solely for the purpose of performing under this Contract.

- c. **Standard of Care.** The Vendor agrees to use the same care and discretion to avoid disclosure, publication or dissemination of the INSIGHT's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. Notwithstanding the foregoing, Vendor may (i) make any disclosure of such information to which Discloser gives its prior written consent, and (ii) disclose any such information to Vendor's representatives who need to know such for the benefit of INSIGHT and to keep such information strictly confidential.
 - d. **Duration of Confidentiality Obligation.** Confidential Information disclosed pursuant to this NDA will be subject to the terms of this NDA for fifteen years following the date hereof, provided, any Confidential Information that is a "trade secret" shall be subject to the terms of this contract NDA forever.
 - e. **Mandatory Disclosure.** Notwithstanding any other provision hereof, in the event that Recipient is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Recipient shall provide Vendor with prompt written notice of any such request or requirement so that Vendor may seek a protective order or other appropriate remedy.
 - f. **Return of Confidential Information.** If either INSIGHT or Vendor decide that it does not wish to continue to contract with the other party, such party will promptly give notice of that decision in writing to the other. Furthermore, Vendor will promptly deliver to INSIGHT all work product (whether finished or not), all supporting documents and files documents furnished to Vendor by or on behalf of INSIGHT pursuant hereto. In the event of such decision or request, all other Confidential Information prepared by Vendor shall be destroyed and no copy thereof shall be retained. Notwithstanding the return or destruction of the Confidential Information, the parties hereto will continue to be bound by their obligations of confidentiality and other obligations hereunder.
5. **Client Contact.** Vendor shall not contact any of INSIGHT's clients, unless Vendor is working for and on the behalf of INSIGHT.
6. **Termination.** INSIGHT may terminate this Contract by providing ten (10) day's prior written notice to the Vendor. The provisions of this Contract which by their nature extend beyond its termination shall remain in full force and effect until fulfilled and shall apply to respective successors and assignees.

7. **Remedies for Breach.** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Contract and that the parties shall be entitled to equitable relief, including but not limited to injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Contract but shall be in addition to all other remedies available at law or equity.
8. **Jurisdiction & Venue.** This Contract shall be governed by and construed in accordance with the intellectual property laws of the United States and the contract laws of the State of Arizona, as appropriate, without giving effect to any conflict of laws principles or rules. Venue shall be the state or federal courts in Maricopa County, Arizona.
9. **Indemnification.** Vendor understands, agrees, and affirms herewith to indemnify and release INSIGHT Productions Group LLC from any and all liability related to the commercial produced hereunder and to any derivative works, or any and all use of the materials in any foreign jurisdiction outside of the United States, for uses not approved by INSIGHT Productions Group LLC, including any associated legal fees, that may arise due Vendor's efforts and/or the actions of others, whether affiliated with Vendor or not.
10. **Transfer & Assignment.** INSIGHT Productions Group LLC may transfer and assign this Agreement and all rights and obligations hereunder free of any obligation to obtain consent or pay any fee or other compensation therefor to any acquiring entity in the event of a merger, reorganization, consolidation, or sale of all or substantially all of its assets or control of the business. Vendor may not assign, or otherwise transfer, its rights or delegate its duties or obligations under this Contract without prior written consent of the other Morales. Any attempt to do so is void. Recipient agrees to comply with all applicable laws, rules and regulations relevant to the Confidential Information.
11. **Severability.** If any provision herein is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, and the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

12. Entire Agreement. This Contract (and any Exhibits thereto) contains the entire agreement between the parties concerning the subject matter hereof and no modification or amendment of this NDA or of the terms and conditions hereof will be binding upon either of the parties unless signed by both parties.

By signing below, the parties agree as above.

(Vendor Signature) (Print Name) (Date)

(INSIGHT Productions Group LLC) (Print Name) (Date)