

**NATIONAL AMERICAN MISS, INC. CONFIDENTIALITY
AND NONDISCLOSURE AGREEMENT**

National American Miss, Inc., a Texas corporation with principal offices at 11250 West Road, Suite J, Houston, Texas 77065, operating the *NATIONAL AMERICAN MISS and INTERNATIONAL JUNIOR MISS* pageant systems, and referred to in this agreement as NAM/IJM, and _____ (first name) _____ (last name) whose address is _____, _____ (city), _____ (state) _____ (zip), _____ (telephone) and _____ (email address), who will be referred to in this agreement as “I”, do agree as follows with respect to the treatment of information provided by NAM/IJM that is deemed by NAM/IJM to be confidential and proprietary:

1. I agree and acknowledge that this Non-Disclosure Agreement (NDA) will govern the treatment of confidential NAM/IJM information by me in all my dealings with NAM/IJM, including every manner of involvement that I may have with any NAM/IJM sponsored function. If such dealings are pursuant to a written agreement of any kind, this NDA will be deemed to be a part of that written agreement even if it is not specifically repeated in the body of that document, and that agreement’s integration or entireties clause will be construed to include the provisions of this NDA.

2. Throughout the period of my involvement with NAM/IJM and its functions, and for a period thereafter until released in writing by NAM/IJM, I will keep in confidence and not reveal to any third person or company, or use for any purpose other than in connection with my work with NAM/IJM, all information received in the course of such activity that is identified as confidential and all information, regardless of whether or not specifically identified as confidential, that represents, in whole or in part
 - Use of any NAM/IJM contestant information
 - NAM/IJM scripts for each age group’s events
 - NAM/IJM contestant registration folders and contents, including any procedures
 - Procedures for producing any phase of an NAM/IJM event
 - NAM/IJM novelty purchasing procedures and information
 - NAM/IJM vendor/merchandise information relating to purchasing or vendor contract arrangements
 - My introduction to NAM/IJM vendors
 - Information relating to NAM/IJM music and/or video selections and the use of the NAM/IJM lighting and stage design

- Instructions and procedures for NAM/IJM rehearsals
 - NAM/IJM visiting royalty procedures
 - NAM/IJM marketing materials and procedures
 - NAM/IJM mail fulfillment procedures
 - Use of any NAM/IJM data base information, computer code, and software
 - The NAM/IJM scoring system
 - The NAM/IJM score reporting system
3. The obligations of confidential treatment that I undertake here will apply as well to any future changes, additions, improvements and substituted confidential information.
 4. I will keep all confidential information segregated from other information that I maintain for any purpose, and the containers for such confidential information will be kept clearly marked to inform that they contain confidential information that is not to be read or used by anyone who is not also a signatory to an NAM/IJM NDA. I will maintain all computer information that relates to NAM/IJM confidential information in segregated computer file folders and files that are password protected, including email messages. To the extent that employees, assistants, consultants and outsiders working with me will need to have access to any of the confidential NAM/IJM information, I will not permit such access until they have signed and provided to me an NAM/IJM NDA in form and substance that has been approved for such use by NAM/IJM. Signing a copy of this NDA will be deemed acceptable for such purposes.
 5. The manner and form in which NAM/IJM confidential information is provided to me will not serve to lessen my obligations of confidentiality.
 6. Information will not be deemed confidential if it is information that is already in the public domain at the time, I receive it; if it subsequently comes into the public domain by means that do not violate the terms of this NDA; or if it becomes known to me by reason of having been revealed by a third party other than in connection with activity contemplated by this agreement.
 7. The level of care that I will use regarding the protection of the confidentiality of information covered by this agreement will be that level of care that a reasonable person would use to protect information that is vitally important to their own business interests.
 8. If I am called upon to reveal any such information in order to comply with any lawful order of a court or other government tribunal, I will first give immediate notice of that requirement to NAM/IJM so that NAM/IJM may take such steps as may be available to it to protect its interests. I will not communicate with any such requesting authority without first consulting with NAM/IJM about the prospect of such communication.

9. Any and every development of any product, technique, method or procedure that results in whole or in part from any matter in which I may be working with or for NAM/IJM will be the sole and exclusive property of NAM/IJM. I agree that I will not acquire or retain any ownership or other interest in it for any purpose. If any such material may be protectable by intellectual property rights, all such rights will be the sole and exclusive property of NAM/IJM. Regardless of any circumstances, I hereby assign any and all my right, title and interest in or to any such material, and the intellectual property rights that may relate to it, to NAM/IJM. I will do all lawful acts requested by NAM/IJM, including the execution of documents that may be deemed by counsel for NAM/IJM to be appropriate for such purposes.
10. To the extent that I may have already received any NAM/IJM confidential information prior to my signing this NDA, I agree that all such information is also covered by this agreement.
11. No failure or delay by NAM/IJM to exercise any right it may have to protect its confidential information will ever be claimed by me to be a waiver of any such right or a ratification of any act that may have constituted a violation of such rights. If any actual waiver of any violation does in fact occur, that waiver will only be effective as to that single occasion of violation, and it will not be claimed to be a waiver of any future violation.
12. I am not under any limitation, nor do I owe a duty to any third party, that could in any manner restrict my performance of the duties imposed by this NDA. I do not require the consent of any third party to enter into or to perform this agreement or any other agreement to which this NDA may be ancillary.
13. This written agreement constitutes the entire agreement between me and NAM/IJM relating to confidential treatment of information. There are no discussions, representations or side agreements of any kind that are at variance with the terms of this NDA. This agreement may only be amended by a writing that is signed by all the parties hereto.
14. This agreement will be governed and construed in accordance with the laws of the State of Texas.
15. Any dispute that may arise in connection with anything contemplated hereby or contemplated by any agreement to which this NDA may be ancillary, will be submitted, pursuant to the Federal Arbitration Act, to binding arbitration before the American Arbitration Association, under its commercial rules, at its offices located in Houston, Texas. The prevailing party in such proceeding will be entitled to recover, in addition to all other relief, its expenses incurred in connection therewith, including attorney fees. The arbitral award will be final and not subject to appeal, and it may be confirmed and enforced by any court of competent jurisdiction. This arbitration agreement will not preclude NAM/IJM

from seeking injunctive relief from any court of competent jurisdiction if it deems it necessary in order to protect its rights. Nothing that occurs in any such action, including the inclusion of other permissible claims therein, will constitute a waiver of NAM/IJM's arbitration rights under this agreement.

I have been informed that I have the right to have this agreement reviewed by an attorney or other advisor of my choosing before I sign it, and my signature is my statement that I have sought such advice as I may deem necessary; that I am satisfied that I fully understand its terms and requirements; and that I intend to be legally bound to its provisions.

The effective date of this agreement is _____, 20_____.

National American Miss, Inc.

By: _____
Steve Mayes, President

Signature of the person who is the other party to this agreement.

_____ **Date:** _____

Print Name of the person who is the other party to this agreement.

_____ **Date:** _____