

Confidentiality Agreement – Last Updated Thursday, November 11, 2004

Before We Begin...

Thank you for choosing Floating Point Digital Images to assist you in promoting your image. We appreciate that there are many options open to you, and we are both grateful and excited that you have decided to work with us. This document is not intended to scare or intimidate, rather educate and illustrate why there must be a mutual trust between us for a win-win situation to exist.

Discussion of Confidentiality

We respectfully ask that any articles – for example images (either physical or electronic), documentation, emails, faxes and specifications resulting from discussion of your project with Floating Point Digital Images remain confidential between you and us.

During discussion with us, you will likely receive composite images that could easily be reproduced by a third party. For example, a high-resolution image supplied to you by Floating Point Digital Images for the purpose of illustrating a design or concept could easily be used to produce letterhead, or business cards, or in extreme cases taken to another signage/lettering company for their consultation and possible implementation. Except in specific circumstances<sup>1</sup>, you do not and will not own the rights to any of the design work up to and including the final design – such copyrights unless explicitly stated are always retained by Floating Point Digital Images. Upon purchasing a can of Coca-Cola you are not furnished with a list of 'secret ingredients' so you can make your own at home. In a similar manner, **we do not permit our design work for a specific project to be imitated or copied for purposes outside of which have been paid for.**

We respectfully ask that you avoid such practices, as an enormous amount of hard work and creative energy is used to produce articles suitable for release to you. Ours is an industry that relies heavily on trust and we hope that we can achieve that with you.

The truth of the matter is that in all likelihood we would never know if you undertook such activities. We would appreciate it that if you do want to use a design, illustration, specification or artifact supplied by us for other purposes, you contact Floating Point Digital Images before doing so.

Floating Point Digital Images is pleased to be able to offer numerous 'cross-over' services, such as the manufacture of business cards and/or letterhead and we would be pleased to accommodate such orders or requests. Such orders will of course still remain copyright of Floating Point Digital Images and reproduction of same would be not permitted.

The copyright to design articles can be either purchased so as to permit limited reproduction – for example if you wish to have 500 coffee-mugs produced, or the copyright can be purchased in full, thus permitting you to reproduce the design as you see fit without restriction.

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<sup>1</sup> For example if you have paid a 'release' fee, or if you have requested that Floating Point Digital Images make an exact reproduction of an existing artifact as supplied by you.

In either situation, the release of files will enable a third-party to work with the same detailed files and specifications that we use, and ultimately you will receive a higher degree of precision than if you were to replicate simply 'by eye'. We will happily communicate with 3<sup>rd</sup> parties to ensure that the information and/or data we supply is specific to their needs and requirements. Depending on how much, or how little further reproduction is need, then a licensing fee can be negotiated with Floating Point Digital Images.

We will never use design articles resulting from or as supplied by you in a project for another client. For us to work together, there must be mutual trust, and part of that trust is for you to know that copyright of an article supplied by you remains copyright of your organization at all times and does not at any point become our property. **If we produce artifacts from an item as supplied by you, those resultant items become our property** however as we do not have a license from you to reproduce them, you are assured that they will never be used outside of project discussion with your organization. **You are not automatically entitled to ownership or copyright of items of our construction and development (for example computer files) that have been based on an article supplied by you.**

Floating Point Digital Images may include within your project items that are considered to be in the public domain – for example fonts and 'stock' artwork. You are not entitled to exclusive use or copyright of these articles and as such Floating Point Digital Images may utilize such articles in other client projects. Floating Point Digital Images does not claim copyright or ownership of such items and makes no warranty as to the nature of their exclusivity. Fees associate with the manipulation of such items does not imply ownership or transfer of copyright, merely a transient process to achieve the project goals.

## In Conclusion

We assume you would be displeased to see your identity replicated by us, through use of articles constructed by us from items supplied by you, on another clients project without first seeking your authorization. We hope that you will extend us the same courtesy but not replicating our work without first discussing your intentions with Floating Point Digital Images.

We hope that this document has been of use in explaining the responsibility that exists between us as we enter into discussion. Should you require any clarification, please do not hesitate to contact Floating Point Digital Images via any of the methods described in the header of page 1 of this document.

Thank you for your time, and we look forward to working with you!

Yours faithfully,



Leighton Jones

Owner/Operator