
CONFIDENTIALITY AGREEMENT

BDSM CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the date shown below BETWEEN

1. Master Xoobs and Mistress Abigail of England (the "Master/Mistress" whose personal details are given below); and for the avoidance of doubt, the names "Master Xoobs" and "Mistress Abigail" are public and not covered under this Agreement, but the identities behind these pseudonyms are not public and are caught by this Agreement and

2. The Submissive of England ("Sub", whose personal details are given below) and all of whose identity details are not public and are caught by this Agreement;

PreAmble

First Party and the Second Party propose to explore the possibility of the Parties exploring sexual and psychological fantasies involving bondage, BDSM, Dungeon play and sexual fantasies and the Parties all wish to protect their identities and disclosures and any details of sexual and psychological fantasies from disclosure (other than privately to the Parties herein) and publication.

IT IS AGREED AS FOLLOWS:

(1) **"Confidential Information"** means all information relating to their identities of the Parties (or identifying information) and all disclosures and activities relating to sexual and psychological fantasies involving bondage, BDSM, Dungeon play and sexual fantasies involving any of the Parties and disclosed at any time between or witnessed or participated in by the Parties.

(For the avoidance of doubt, In the event that photographs are taken, these shall be Confidential and also not for publication (save where anonymised and no identifying information remains in the photograph or associated with it (including associated commentary or caption).

(3) **"Discloser"** means any person disclosing Confidential Information under this Agreement, whether directly or indirectly;

(4) **"Person"** means any natural person, corporation, division of a corporation, joint venture, association, company or partner

(5) **"Recipient"** means any person receiving Confidential Information under this Agreement, whether directly or indirectly;

(6) **"Third Party"** means any Person other than parties named above.

1. In consideration of the Discloser disclosing or procuring disclosure of certain Confidential Information to the Recipient and/or participating in the activities mentioned herein, the Recipient shall be bound by the terms of this Agreement.

2. The Recipient undertakes, unless ordered to do so by Court Order, that the Recipient will not disclose or publish any of the Party or Parties Confidential Information to any Third Party and will only use any disclosed Confidential Information for the purpose of discussing, agreeing upon and implementing mutually acceptable arrangements regarding the encounters set out above. Identity data disclosed may be provided in a "safety log" for the safety of the parties, (ie a "who I'm meeting" letter).

3. In the event that photographs are taken, they may only be taken with permission of the parties featured and these photographs shall be Confidential and also not for publication unless:

i) they have been anonymised;

ii) all parties to this agreement featured in the photographs have given written permission (not email) for anonymised photos to be published;

iii) there is no identifying information remaining in the photograph or being associated with it (including associated commentary or caption or otherwise).

Identity data disclosed may be provided in a "safety log" for the safety of the parties, (ie a who I'm meeting letter).

4. The restrictions on use and Disclosing set out in this Agreement shall not apply to any Confidential Information which is required to be disclosed by the Recipient by court order in which event the Recipient shall promptly notify Discloser of the requirement for such Disclosing and co-operate through all reasonable and legal means in any attempts by Discloser to prevent or otherwise restrict Disclosing of such Confidential Information.

5. The obligations under this Agreement shall continue after termination of any discussions or encounters between the parties.

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6. Money damages would not be a sufficient remedy for any breach of any provision of this Agreement by the Recipient, and that in addition to all other remedies which Discloser may have, Discloser will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach; no failure or delay by Discloser in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege under this Agreement; and nothing contained in this Agreement shall be construed as prohibiting Discloser from pursuing any other remedies available to it.
7. Each of the restrictions in this Agreement shall be enforceable by Discloser independently of each of the others and its validity shall not be affected if any of the others is invalid; if any of the restrictions in the Agreement is void but would be valid if some part of the restrictions were deleted the restriction in question shall apply with such modification as may be necessary to make it valid.
8. This Agreement shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

Confidential Information shall include but not exclusively identity documents, web-addresses and the following information:

	Master	Mistress	Submissive
First Name	Nick	Lucy	Lenne
Surname (from ID docs)			
Street (do not disclose house number) or Postcode			
mobile			
email			
occupation			
Identity documents			
kik			

AS WITNESS this agreement has been entered effective from 1st Jan 2016 or the first communication of the parties if a later date.

SIGNED for and on behalf of
Master/Mistress

SIGNED for and on behalf of
Submissive

Signature.....

Signature.....

Name.....

Name.....

Title.....

Title.....

Date.....