

MOVIE (FILM) NON-DISCLOSURE AGREEMENT

This MOVIE NON-DISCLOSURE AGREEMENT, hereinafter known as the "Agreement", is entered into by and between _____ (the "Releasor") and _____ (the "Recipient"), effective this ____ day of _____, 20__ (the "Effective Date").

Article I: Project

Whereas, the Releasor is producing a film entitled _____ (the "Project"), all information about the film and script, including any and all concepts, ideas and materials relating thereto, and whether in written, oral, electronic or other form, shall hereafter be deemed confidential and proprietary information ("Confidential Information").

Article II: Non-Disclosure

Recipient understands and agrees that any Confidential Information shared by the Releasor cannot be used or disclosed to any other person, entity or third party except for the purposes of carrying out business relating to the Project or Releasor. It is the responsibility of the Recipient to safeguard this Confidential Information, disclosing it only to its employees, representatives, consultants and trusted personnel on a "need-to-know" basis. All representatives privy to Confidential Information shall be bound and shall abide by the terms and conditions of this Agreement.

Article III: Term

Recipient shall not use or disclose Confidential Information for a period of _____ from the Effective Date. Notwithstanding the expiration of this Agreement, all terms and provisions herein shall remain in full force and effect with respect to any Confidential Information until the Releasor terminates the Agreement or until the Confidential Information becomes public knowledge, whichever occurs first.

Article IV: Property Rights

Nothing in this Agreement will be construed as granting to or conferring upon Recipient any right, title, interest or license in any intellectual property rights or Confidential Information.

Article V: No Guarantees

This Agreement pertains solely to the confidential nature of the Project and in no way guarantees or suggests employment of the Recipient, nor does it provide terms for compensation or expenses related to the Project. Any employment, compensation or financial arrangements made between the parties shall be written out in another contractual instrument and shall have no affect on the binding terms and conditions herein.

Article VI: Indemnity

Recipient understands and agrees that any use or disclosure of Confidential Information, or any breach of this Agreement, could result in damages, losses, costs or expenses to the Releasor and agrees to keep the Releasor indemnified in respect to any and all claims which arise out of or in connection with a violation of this Agreement. Recipient further acknowledges that such a violation could cause the Releasor irreparable harm, the amount of which may be difficult to

determine, and therefore agrees that the Releasor shall maintain the right to apply for injunctive or equitable relief, which may be in addition to any other remedy the law can provide.

Article VII: Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior and contemporaneous agreements, and may not be amended, altered or changed without written consent by both parties or their authorized representatives.

Article VIII: Severability

Any provision of this Agreement (or any portion thereof) determined by a court of competent jurisdiction to be invalid, unlawful or unenforceable for any reason, the validity of the remaining provisions shall in no way be affected or impaired.

Article IX: Governing Law

This Agreement will be governed by the laws of the State of _____, without giving effect to its choice-of-law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Releasor Signature _____ **Date** _____

Releasor Printed Name _____

Recipient Signature _____ **Date** _____

Recipient Printed Name _____