

SAMPLE CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") has been entered into as of _____, between _____ ("Producer") and _____ ("Recipient") in connection with the disclosure by Producer to Recipient of Confidential Information (as defined below). The execution and delivery of this Agreement is a condition precedent to Recipient being furnished with any Confidential Information.

The Conditions upon which the Confidential Information is being furnished, and the agreements of the parties respecting the Confidential Information, are as follows:

1. As used herein:

"Confidential Information" means any and all materials and information (regardless of the form of such information, including without limitation, written or verbal), that Recipient may receive or learn of from Producer now or in the future by virtue of Recipient's receipt of various digital files, negatives, masters, sub-masters or any other original material provided by Producer in connection with the motion picture project currently entitled "_____" (the "Motion Picture") and/or other information concerning or related to the Motion Picture. Notwithstanding the foregoing, "Confidential Information" does not include information which (i) was or becomes generally available to the public (other than as a result of a disclosure by Recipient), or (ii) was or becomes available to Recipient on a non-confidential basis from a source other than the Producer or its advisors, provided that such source is not known to Recipient to be bound by a confidential agreement with the Producer.

2. Recipient agrees that any and all Confidential Information provided to Recipient by or on behalf of the Producer, or by any owner, partner, officer, director, employee, agent or representative of the Producer, or any Confidential Information to which Recipient otherwise gains access, shall be subject to the terms and conditions of this Agreement. Recipient shall be bound by its obligations of confidentiality and other obligations hereunder in perpetuity.

3. Recipient acknowledges that the Confidential Information constitutes a valuable, special, unique asset and trade secret of Producer. Recipient agrees (a) to receive in trust and treat as confidential, the Confidential Information; (b) to use the Confidential Information solely for the business purposes related to the Motion Picture; (c) not to disclose any of the Confidential Information to anyone (other than Recipient's employees, in their capacity as such, provided that Recipient shall cause such employees to comply with the terms of this Agreement) without the prior written consent of the Producer; and (d) not to reproduce, fax, distribute, circulate, disseminate, store, or copy any Confidential Information in any form without the prior written consent of the Producer. The Recipient understands that the Confidential Information is and shall remain, as between Producer and Recipient, the exclusive property of the Producer.

4. In the event that Recipient or anyone to whom Recipient transmits Confidential Information pursuant to this Agreement becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or

similar process) to disclose any of the Confidential Information, Recipient will give Producer written notice of the nature and scope of such disclosure, and the justification therefor as promptly as possible prior to any such disclosure being made, so as to afford Producer the opportunity to obtain an order barring such disclosure.

5. At Producer's request, Recipient shall promptly redeliver to Producer any material objects on which the Confidential Information is embodied and Recipient will not retain any copies, extracts or other reproductions in whole or in part of such Confidential Information.

6. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement has been entered into for the benefit of the Producer and its successors and assigns, and it is understood that the Producer and its successors and assigns may institute appropriate proceedings against Recipient to enforce their rights hereunder. The Recipient acknowledges that serious harm would result to Producer if the Confidential Information is disclosed and that money damages would not be a sufficient remedy for any breach of the terms of this Agreement and that the Producer shall be entitled to injunctive relief, specific performance and any other appropriate equitable remedy, in addition to any other available legal remedies for any such breach. Among other damages, unauthorized disclosure of Confidential Information will (i) damage Producer's carefully planned marketing, publicity, advertising and promotion strategies, (ii) reduce interest in the Motion Picture, (iii) make unique or novel elements of the Motion Picture susceptible to imitation or copying in other entertainment projects produced by third parties prior to the Motion Picture release, and (iv) provide unauthorized third parties with materials capable of being used to create counterfeit and unauthorized Motion Picture related merchandise; all of which will seriously limit Producer's revenues from exploitation of the Motion Picture.

7. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

By execution of this Agreement, Recipient shall become bound by all the conditions and agreements set forth herein.

Print Name: _____ Signature: _____
Dated: _____

By: _____ Its: _____