**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**“PRODUCTION TITLE”**

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement is between PRODUCTION COMPANY including its subsidiaries, licensees, successors, assigns and associated companies (collectively, “**Producer**”/”**us**”) and the individual/business (the “**Undersigned**”/“**you**”) whose printed name and signature appears at the bottom of this document. In consideration of one pound Sterling (£1) it is agreed as follows:

1. **Access to Information:** The Undersigned acknowledges that, as part of the proposed relationship with Producer in connection with the Picture (as defined below), they have been and will be afforded access to Confidential Information (as defined below) and that it is prudent for Producer in connection with the conduct of its business to take certain measures to ensure the protection of such information for the present and future benefit of Producer, its employees, its associates and its partners.
2. **Definition of Confidential Information**: The term “**Confidential Information**” refers to any and all information of confidential, commercially sensitive, proprietary or secret nature which is or may be either applicable to or related in any way to (i) the business, present or future, of Producer; (ii) the business of any associates and/or partners of Producer; (iii) the concepts, story ideas, storylines, treatments, scripts, underlying material, locations, props, artwork, cast members and crew members (including their names and/or likenesses), creative elements or actual footage relating to the documentary currently titled “*PRODUCTION TITLE”* (the “**Picture**”); and (iv) business plans, innovative revenue and commissioning models, data relating to consumer trends and habits, financial data, plans and budgets and the content of agreements relating to our business activities. Confidential Information shall include all information (whether oral or otherwise) and material (whether electronically recorded, in writing or otherwise) relating directly or indirectly to the Picture which, by its nature, should be treated as confidential or which is designated as such and shall also include the fact that the parties are interested in, assessing or discussing forming a professional relationship with one another. In addition, Confidential Information shall include all passwords and access codes and other information required for accessing and/or maintaining the Confidential Information provided to you.

Information will cease to be Confidential Information if and when it becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement or to the extent you found out the information from a source not connected with us and that source is not under any obligation of confidence in respect of that information.

1. **Confidential Information to be Kept in Confidence**: The Undersigned acknowledges that the Confidential Information is a special, valuable and unique asset of Producer, and agrees at all times during the period of their relationship and thereafter to keep in confidence and trust all Confidential Information. The Undersigned agrees at all times during the period of his/her relationship and thereafter that they will not directly or indirectly use the Confidential Information other than with the consent of Producer and shall take appropriate measures to safeguard any Confidential Information provided in regard to the Picture.

The Undersigned agrees not to take any unauthorized pictures or copies, still or moving, or make any recordings of the Picture or other Confidential Information. The Undersigned will not directly or indirectly disclose to any person or entity (including, without limitation, to any member of the press, on blogs, Twitter, Facebook, YouTube, Instagram, TikTok or any other social networks, websites or the internet) any Confidential Information other than to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body, or to your professional advisors and provided always that:

1. you inform such professional advisor(s) of the confidential nature of the Confidential Information before disclosure;
2. you procure that your professional advisor(s) shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were a party to it and, if we so request, procure that any relevant professional advisor enters into a confidentiality agreement with us on terms equivalent to those contained in this Agreement; and
3. you keep a written record of all professional advisors to whom the Confidential Information is disclosed and you shall at all times be liable for the failure of any professional advisor to comply with the terms of this Agreement.
4. **OWNERSHIP**: The Undersigned hereby expressly acknowledges and agrees that all property, including intellectual property, in Confidential Information disclosed by Producer shall remain with and be vested in Producer and that save as expressly stated, no licences are granted by this Agreement over such property.
5. **RETURN OF INFORMATION**: At Producer’s request, the Undersigned shall return to Producer the Confidential Information received by you (including all copies which have been made) and/or destroy or permanently erase the applicable information/documents (including copies) and provide us with written confirmation that you have done so.
6. **GENERAL**: If any court or administrative body of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, the other provisions of this Agreement shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

You acknowledge and confirm that, in the event of a default or breach of this Agreement by you, damages will not be a sufficient remedy and accordingly, in addition to any and all other remedies which may be available to us at law or in equity, we shall be entitled to injunctive relief or specific performance of your obligations hereunder.

You understand and acknowledge that neither we nor any of our associated personnel are making any representation or warranty, express or implied, as to the accuracy, adequacy or completeness of the Confidential Information disclosed, and that neither we nor any of our associated personnel will have any liability to any person resulting from any use of the Confidential Information. You further acknowledge that you will rely exclusively on the results of your own investigations, together with such express warranties or indemnities (if any) as may be given in any agreement made following the supply of the Confidential Information pursuant to this Agreement.

The Undersigned’s obligations under this Agreement shall continue following termination of this Agreement. No failure or delay by either party in exercising any rights, power or legal remedy available to it hereunder shall operate as a waiver thereof. This Agreement includes the entire understanding (express or implied) of the parties with respect to the subject matter hereof, and shall not be modified unless otherwise agreed to in writing and signed by an authorised signatory of both parties. Producer shall have the right to assign this Release or any part of it without limitation.

This Agreement shall be governed by and interpreted in accordance with the laws of England. Without prejudice to Producer’s right to seek injunctive relief, any dispute relating to this Agreement shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance before a single arbitrator in London, England.

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| ACCEPTED AND AGREED BY PRODUCTION COMPANY By: Its:  | ACCEPTED AND AGREED: \_\_\_Name: |