

SHORT FILM NON-DISCLOSURE AND T&C AGREEMENT

This MOVIE NON-DISCLOSURE, T&C AGREEMENT, hereinafter known as the “Agreement”, is entered into by and between _____ BigPixel Films _____ (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”).

The project is executed in best faith of each party.

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 of NDA

Recipient shall not use or disclose Confidential Information till the end of release of film or till date _____ .

Article IV: Property Rights

All rights remain with Releasor until the movie is released on public platform. Post that, the film can be shared or downloaded or redistributed.

Article V: Actor/Crew responsibility

The recipient consent to be part of the film construes that he/she is responsible for his/her action. This includes any injury or harm, mentally or physically. Releasor can not be charged for expenses, can not be sued in court. All the issues should be resolved amicably between Releasor and Recipient. The recipient is supposed to cover all the nominal cost which includes travel, taxi, food, clothing, etc. cost. The actor should work with best of their abilities to make the film a success. If it becomes clear that recipient’s action or words are against the ethos of the film and/or team, they would be given a warning. In worst case of breaking of trust, recipient will be expelled from the team.

Article VI: Wages

There are no wages provided by Releasor. Producer of the short film will try to arrange for snacks and drinks if the shoot schedule is longer than 6 hours.

No expenses from recipient will be re-imbursement without prior permission from releasor..

If in case, project has received more money then it needed to cover the cost, the actor and crew will be aptly awarded only up to 1 month from the release of the film.

Article VII: Separation/Abandon

Due to unforeseen reason which is not it control of any party; the project may be called off or recipient may feel to separate from the project. In either case, each party has to keep other party informed of any changes in plan. Best effort should be put in to complete the project. No one can sue other party if the commitment could not be realised as per expectation of other party.

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: Working with Minors

The actor lessor than age of 18 is considered as minor in this project. A legal guardian must be present at the set/location all the time with the minor. The guardian/parent is responsible for the safety of the minor. The guardian/parent has complete right to say no or yes on the minor behalf, and guardian/parent assume the responsibility of all the action of minor. No medical benefit can be sought and releasor is not responsible for any injury during filming.

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 _____