

## BACKGROUND

It's important to understand the legal obligations you undertake as a part of signing this non-disclosure agreement ("NDA") and working with TBWA Worldwide, Inc. and/or its affiliates (together, "TBWA"). You will be held personally liable and accountable to the terms of this NDA. Make sure you read this NDA in its entirety and understand it.

## NON-DISCLOSURE AGREEMENT

"Confidential Information" means trade secrets, confidential data, and other non-public confidential proprietary information (whether or not labeled as confidential) including any and all financial terms of and products involved in the production and any and all information regarding the creative elements (including without limitation scripts and storyboards) whether communicated orally, in written form, or electronically. Confidential Information does not include information that was lawfully in your possession prior to being disclosed hereunder, is now, or hereafter becomes generally known to the public, or that you rightfully obtained without restriction from a third party. I acknowledge that I have and will become aware of certain Confidential Information. Unless otherwise required by law, I agree that, without TBWA's prior written approval, I shall hold such Confidential Information in the strictest confidence and that I will not disclose such Confidential Information to anyone (other than my representatives in the course of their duties to me, which representatives shall be bound by the same restrictions as set forth herein) or utilize such Confidential Information for my benefit or for the benefit of a third party. Notwithstanding the foregoing, nothing herein shall prohibit you from disclosing Confidential Information concerning your wages, hours, and other terms and conditions of employment as that term is defined under Section 7 of the National Labor Relations Act. For clarity, except as set forth above, Producer may not demand or request that Performer execute any nondisclosure agreement that has not been approved in advance and in writing by the Union.

I am 18 years of age or older and have the right to make this agreement.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

If the above individual is less than 18 years of age, the parent or legal guardian must also sign below.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_