

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into by and between the Casting Agency ("Disclosing Party") and the Auditioning Talent ("Receiving Party") to ensure the strict confidentiality of all information disclosed during the audition and casting process.

UH Films LLP,
engaged in [film production, VFX, animation, etc.],
located at faridabad, haryana
121005.

Receiving Party:
"name",
located at [Recipient's Address].

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1. Definition of Confidential Information

Confidential Information includes, but is not limited to:

- Scripts, treatments, synopses, storylines, and character details
- Casting notes, role requirements, performance expectations
- Audition schedules, shooting timelines, and production locations
- Crew identities, vendor information, and contact lists
- Financial agreements, compensation details, and contract terms
- Audition tapes, demo reels, rehearsal materials, and production footage
- Legal documents, licensing materials, and intellectual property filings
- Verbal instructions, written communication, and digital files
- Any other data marked or understood to be confidential

2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain strict confidentiality of all disclosed information
- Use all materials solely for the audition and casting process
- Avoid copying, reproducing, or distributing any part of the content
- Not disclose any information to third parties (including friends, family, agents, media) without written consent
- Refrain from discussing or posting about the project on social media
- Return or permanently delete all confidential materials upon request
- Notify the Disclosing Party immediately in case of any suspected breach

3. Exclusions from Confidentiality

Confidentiality does not apply to information that:

- Was publicly known at the time of disclosure
- Becomes public through no fault of the Receiving Party
- Is independently developed by the Receiving Party
- Is lawfully obtained from another source without restriction

4. Cut-to-Cut Rules

- All footage (audition tapes, rehearsals, behind-the-scenes) is the exclusive property of the Disclosing Party
- Use of footage for personal reels or promotional content is strictly prohibited without written approval
- No photography, videography, or voice recording is allowed during auditions or on set
- Absolutely no social media posting, hinting, or referencing of the project is allowed
- This includes WhatsApp, Telegram groups, Instagram stories, and any private messaging platforms

5. Term & Termination

- This Agreement is effective from the date of signing and lasts for five (5) years
- These obligations remain in effect even if the casting process or project is canceled
- The Disclosing Party may terminate this Agreement at any time in writing

6. Remedies

- Any breach may lead to disqualification, blacklisting, and legal dismissal
- The Disclosing Party has the right to pursue legal damages, court costs, and reputational loss
- Injunctive relief (court-ordered prohibition) may be issued to stop ongoing or future breaches
- The Receiving Party may be held liable for indirect or consequential damages

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7. Representation & Warranties

- The Receiving Party affirms they are legally authorized to sign this Agreement
- There are no other contracts or obligations that conflict with this NDA
- If under 18, a legal guardian must co-sign and will be equally bound

8. Use of Personal Data

- Personal data (photos, videos, names, contacts) will be stored securely
- Used only for internal casting purposes
- Handled in accordance with data protection laws such as GDPR, CCPA, or applicable local laws

9. Non-Circumvention Clause

- Talent shall not bypass the Casting Agency to directly contact clients, producers, or stakeholders introduced during this process
- Violation may result in legal action and industry-level reporting

10. Intellectual Property Rights

- All content, ideas, characters, and visuals remain the intellectual property of the Disclosing Party
- No rights are granted to use or reproduce them outside of formal written agreements

11. No Employment Guarantee

- Participation in the audition process does not constitute an offer or guarantee of employment
- Unless otherwise specified, auditions are voluntary and unpaid

12. Non-Compete Clause (Optional)

- If selected, the Talent agrees not to participate in a directly competing project of similar genre or format for a period of [6 months] unless authorized in writing

13. Force Majeure

- The Disclosing Party is not liable for delays or failures due to causes beyond their control (natural disasters, pandemics, strikes, etc.)

14. Severability

- If any provision of this Agreement is deemed invalid, the rest shall remain in full force

15. Dispute Resolution

- Disputes will first be resolved through good-faith negotiation
- If unresolved, arbitration will take place in [City, Country] under standard arbitration rules
- Each party bears their own legal costs unless awarded otherwise

16. Governing Law & Jurisdiction

- This Agreement is governed by the laws of [State/Country]
- Legal actions will be heard exclusively in courts located in [City, State/Country]

17. Entire Agreement

- This document represents the full agreement between both parties
- Any changes must be in writing and signed by both parties

By signing below, both parties agree to be bound by all the terms and conditions of this Non-Disclosure Agreement.

Disclosing Party (Casting Agency):

Name: Bishanpreet Singh

Position: Founder, Director, Producer, Writer

Company Name: UH FILMS LLP

Official Email: Operations@uhfilms.in

Phone Number: 8920476445

Signature: _____

Date: 1st June, 2025



Receiving Party (Talent / Auditioning Individual):

Full Name: _____

Stage Name (if any): _____

Phone Number: _____

Email Address: _____

Address: _____

City/State/Country: _____

Signature: _____

Date: _____

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Effective Date: This Agreement shall become effective on the date it is signed by the last of the Parties to sign (the "Effective Date").