**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "Agreement") is made effective \* (the "Effective Date"), by and between \* (the "Disclosing Part"), located at \* , and \* (the "Receiving Party"), located .

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to CONFIDENTIAL INFORMATION which may be disclosed between the “Disclosing Party” and the “Receiving Party” in an oral, graphic, written, tangible or intangible manner, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "CONFIDENTIAL INFORMATION " of the Disclosing Party.

OPERATIVE PROVISIONS

1. The term "Confidential Information" shall means any and all information, event or real fact, data or material that is proprietary to the “Disclosing Party” or in which” Disclosing Party” is participating, including, those events or performances involving the “Disclosing Party”, whether in the present, in the past or in the future, whether public or private, family or social, labor or commercial and which the Receiving Party may obtain through any direct or indirect contact with the “Disclosing Party”. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Disclosing Party concerning the business, artistic, personal and family life, technology and information of the Disclosing Party and any third party with which the Disclosing Party deals, including, without limitation, audiovisual content, business records and plans, marketing strategies, financial information, or projections, operations, sales estimates, business plan or the result relating to the personal, family or social life or business plan, its affiliates, subsidiaries and affiliates business and relationship personal or for business, trade secrets and personal, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

Confidential Information need not be novel, unique, patentable, with copyright or constitute a secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is generated by the Disclosing Party, has been developed and obtained through his personal life, private or public, and/or the efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

2. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all CONFIDENTIAL INFORMATION RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the all written materials containing the Confidential Information. The Receiving Party shall also deliver to the Disclosing Party written statements signed by the Receiving Party certifying that all materials have been returned within five (5) days of receipt of the request.

3. No Disclosure. The Receiving Party will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Disclosing Party.

4. No Copying/Modifying. The Receiving Party will not copy or modify any Confidential Information without the prior written consent of the Disclosing Party.

5. Unauthorized Use. The Receiving Party shall promptly advise the Disclosing Party if the Receiving Party becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

6. Application to Employees. The Receiving Party shall not disclose any Confidential Information to any person or business.

7. Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Disclosing Party.

8. Unauthorized Disclosure of Information - Injunction. If it appears that the Receiving Party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from disclosing the Confidential Information in whole or in part. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

9. Non-Circumvention. For a period of five (5) years after the end of the term of this Agreement, the Receiving Party will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Disclosing Party to Receiving Party for the purpose of circumventing, the result of which shall be to prevent the Disclosing Party from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Disclosing Party. If such circumvention shall occur the Disclosing Party shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

10. No Warranty. The Receiving Party acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

11. Attorney's Fees. In any legal action between the parties concerning this Agreement, the Receiving Party shall to pay attorney's fees and costs.

12. Term. The obligations of this Agreement are accepted for the Receiving Party in perpetuity. The Receiving Party must continue to protect the Confidential Information that was received during the term of this Agreement.

13. General Provisions. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

15. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

16. The Receiving Party will, without prior approval of the Disclosing Party, will not otherwise disclose the existence or the terms of this Agreement.

17. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

18. Signatories. This Agreement shall be executed by \* , Disclosing Party, and \* delivered in the manner prescribed by law as of the date first written above.

IN WITNESS WHEREOF:

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| --- | --- |
| [Disclosing Party] | [Receiving Party] |
|  |  |
| By: \* | By: \* |
| Name: \* | Name: \* |
| Title: \* | Title: \* |
| Address: \* | Address: \* |
| Date: \* | Date: \* |