

## **Non-Disclosure Agreement (NDA) between Talents and Music Video Videographer and Ms. Amaryllis Ashia**

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

This Non-Disclosure Agreement ("Agreement") is entered into between:

1. Ms. Amaryllis Ashia (referred to as the "Disclosing Party"), whose address is \_\_\_\_\_.
  2. \_\_\_\_\_, hereinafter referred to as the "Talent", whose address is \_\_\_\_\_.
  3. \_\_\_\_\_, hereinafter referred to as the "Videographer", whose address is \_\_\_\_\_.
- Collectively referred to as the "Parties."

### **Purpose of Agreement:**

The Parties wish to engage in discussions and activities related to the production of a music video, and in connection with such discussions, it may be necessary for the Disclosing Party to disclose certain confidential information to the Talent and Videographer.

### **Confidential Information:**

For the purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

### **Obligations of Receiving Party:**

The Talent and Videographer agree that they will not disclose, divulge, or use for any purpose, other than for the purpose of the project described above, any Confidential Information provided to them by the Disclosing Party.

The Talent and Videographer also agree to take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information.

### **Exceptions:**

Confidential Information does not include information that is:

1. Already known to the Receiving Party at the time of disclosure.
2. Publicly available or becomes publicly available through no breach of this Agreement by the Receiving Party.
3. Independently developed by the Receiving Party without reference to the Confidential Information.
4. Required to be disclosed by law or a valid order of a court or other governmental authority.

**Duration of Confidentiality Obligations:**

The obligations of confidentiality shall be in effect for a period of [Specify duration, e.g., two years] from the Effective Date of this Agreement.

**Return or Destruction of Confidential Information:**

Upon the Disclosing Party's written request, or the termination of discussions related to the music video, the Receiving Party shall promptly return all copies of the Confidential Information, or certify in writing that such copies have been destroyed.

**Governing Law:**

This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of [Specify governing jurisdiction]. Entire Agreement: This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

**Amendments:**

No amendment or modification of this Agreement shall be valid or binding unless in writing and executed by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Ms. Amaryllis Ashia

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

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

Name & Signature: \_\_\_\_\_

Role: \_\_\_\_\_

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

Name & Signature: \_\_\_\_\_

Role: \_\_\_\_\_

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