

**YOUR FILM COMPANY
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

DATE:

From _____ (“RECIPIENT”)

To: YOUR FILM COMPANY. (“OWNER”)

Re: proposed documentary program in development currently known as “MY FILM” (“Project”)

As a condition of and in consideration for participating in the development and production of, and/or being permitted to review or evaluate the Project (the “Purpose”), the parties agree as follows:

For purposes of this Agreement:

1. **“Confidential Information”** means all information relating to the Project noted above being developed/produced by Owner and Owner’s business activities in connection therewith, includes, but is not limited to, any information, “know-how”, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming data, written materials, compositions, drawings, diagrams, computer or software programs, studies, research materials, work in progress, visual demonstrations, distribution and marketing plans, contracts, business plans, budgets, forecasts, customer data, ideas, titles, concepts, characters, story outlines and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, disclosed or submitted, orally, in writing, by audio-video presentation or by any other media, to Recipient by Owner or by any third party on Owner’s behalf, except to the extent that any such information is already public knowledge or in the private knowledge of the recipient. For clarity it is understood that nothing herein shall obligate Owner to disclose any of its Confidential Information relating to the Project except at its sole discretion.

2. All Confidential Information constitutes the sole and exclusive property and the Confidential Information of the Owner, which the Owner is entitled to protect. Recipient shall only use the Confidential Information strictly for the Purpose. Recipient shall hold and maintain all Confidential Information of the Owner in trust and confidence for the Owner and shall use commercially reasonable efforts to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure.

3. Recipient shall not, without the prior written consent of the Owner, disclose, publish, or otherwise reveal, utilize or exploit any Confidential Information to any person or entity other than:

a. to such of its employees, officers, directors, contractors, agents and professional advisors, as applicable, and in such event only to the extent necessary for the Purpose and provided that Recipient shall, prior to disclosing the Confidential Information to such employees, officers, directors, contractors, agents and professional advisors, issue appropriate instructions to them to satisfy its obligations herein and obtain their agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement; or

b. as required pursuant to any law, court order or other legal compulsion, provided that, prior to such disclosure, Recipient shall first notify Owner in writing of such disclosure requirement and assist the Owner in protecting such Confidential Information from disclosure.

c. The Recipient shall be fully responsible to ensure that each of its employees, officers, directors, contractors, agents and professional advisors that receive the Confidential Information from the Recipient, handles the Confidential Information as required by this Agreement, and Recipient shall be liable for any loss or damage resulting from any failure to do so. The Recipient shall notify the Owner promptly of any unauthorized use, disclosure or possession of the Confidential Information that comes to the Recipient's attention.

4. The Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without prior written consent of the Owner, except for such copies and storage as may reasonably be required internally by Recipient for the Purpose.

5. Upon request of the Owner, Recipient shall immediately return to the Owner all Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, in any form whatsoever, under the power or control of the Recipient and destroy the Confidential Information from all retrieval systems and databases. The return of such documents to the Owner shall in no event relieve the Recipient of its obligations of confidentiality set out in this Agreement with respect to such returned Confidential Information.

6. Neither this Agreement nor the disclosure of any Confidential Information to Recipient shall be construed as granting to Recipient any rights in, to or in respect of the Confidential Information.

7. The parties agree that the execution of this Agreement does not in any way constitute a partnership or joint venture or binding commitment on the part of either party to enter into or complete negotiations or any transaction with the other party.

This Agreement shall be governed and construed in accordance with the laws of Province of Ontario and the federal laws of Canada applicable therein and Recipient consents to the exclusive jurisdiction of the courts of the Province of Ontario for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

Signature of Recipient:

Signature of Owner:

Per: Your Film Company