

Confidentiality & Nondisclosure Agreement

This Agreement is made on the date indicated below, by and between _____ (“Company”) and the undersigned (“Recipient”) in order to prevent the unauthorized disclosure of Confidential Information, as defined below, regarding a film production by Company presently entitled _____ (“Project”).

1. *The Purpose.* The Company and The Recipient wish to explore a potential business relationship in connection with which the Company may disclose its Confidential Information to the Recipient, (“Relationship”).

2. *Definition of Confidential Information.* Confidential Information means any information disclosed by the Company and/or those individuals or organizations working in collaboration with the Company, whether written, electronic or oral, that relates or refers directly or indirectly, to the Project including the script itself. Confidential Information does not include information; (i) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient or, (ii) is approved by the Company, in writing, for release.

3. *Nondisclosure of Confidential Information.* The Recipient agrees not to use any Confidential Information disclosed to it by the Company for its own use or for any purpose other than to carry out discussions concerning the undertaking of the Relationship. The Recipient will not disclose any Confidential Information of the Company to parties outside the Relationship or to employees of the Recipient other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company to include the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature.

4. *Return of Materials.* Any materials or documents that have been furnished by the Company to the Recipient in connection with the Relationship will be promptly returned by the Recipient, accompanied by all copies of such documentation or certification of destruction, within (10) days after (i) the Relationship has been terminated or (ii) the written request of the Company.

5. *Copyright Infringement.* Nothing in this agreement is intended to grant any rights or licenses to the Recipient with regard to any and all of the Company’s copyrights in the Project.

6. *Term.* The forgoing commitments of each party shall survive any termination of the Relationship between the parties for a period of three years after application of Section 4 above.

7. *No Guarantees.* This Agreement in no way guarantees, or suggests, that the undersigned will be employed or compensated for time or expenses as it pertains to the development and evaluation of the Project. If Company resolves to employ or compensate the Recipient, other contractual instruments will apply.

8. *Miscellaneous.* This agreement shall be binding upon and for the benefits of the parties, and their successors and assigns, provided that Confidential Information of the Company may not be assigned without the prior written consent of the Company. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof and if any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. This Agreement is the complete understanding of the parties and any amendment must be in a writing signed by the parties. This agreement shall be governed by and enforced in accordance with the laws of the State of _____. The Recipient agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to the Company and in addition to any and all remedies that may be available, in law, equity, or otherwise, the Company shall be entitled to injunctive relief against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages.

The 2015 NAHP convention has been filmed and photographed as part of our new format along with future marketing for conventions. If you do not accept, please let us know and when we edit the raw footage we will omit you images and statements.

Again the final clips' are for NAHP benefits solely and not for re-sale.