

## **NON-DISCLOSURE AGREEMENT**

This agreement made this \_\_\_\_\_ day, of \_\_\_\_\_, 2010,

Between Amy Christina Perdomo, (Location Manager/Scout),

and \_\_\_\_\_, (Production)

Whereas, Production has secured or has been assigned the right to produce a still or motion picture project. Whereas, Production wishes Location Manager/Scout to evaluate the project, submitted in form as a script or storyboard, in its entirety or excerpt, as to determine possible locations where said project may be filmed and further developed.

NOW, THEREAFTER, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. All information disclosed by Production to Location Manager/Scout, in writing, whether or not such information is also disclosed orally, that relates or refers, directly or indirectly, to the Project, including the Project itself, shall be deemed confidential and shall constitute Confidential Information, and shall include: (i) all documents generated by Location Manager/Scout which contain, comment upon, or relate in any way to any Confidential Information received from Production, and (ii) any written samples of the Project received from Production together with any information derived by Location Manager/Scout there from.
2. Confidential Information shall not include any information: (i) that Location Manager/Scout can show by documentary evidence was known to Location Manager/Scout prior to the date of its disclosure to Location Manager/Scout by Production or (ii) that becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Location Manager/Scout or any other party having an obligation of confidentiality to Production; or, (iii) that is subsequently disclosed by Production to any person, firm or corporation on a non-confidential basis; or (iv) that Location Manager/Scout can conclusively show by

documentary evidence that such information was developed independent of any access to the Confidential Information.

3. Production will disclose the Confidential Information to Location Manager/Scout solely for the purpose of allowing Location Manager/Scout to evaluate the Project to determine possible suitable locations for filming, so that the Project may be filmed and further developed.
4. Location Manger/Scout agrees to accept disclosure of the Confidential Information and to exercise the same degree of care to maintain the Confidential Information secret and confidential as is employed by Location Management to preserve and safeguard its own materials and confidential information.
5. The Confidential Information shall remain the property of Production and shall not be disclosed or revealed by Location Manager/Scout to anyone else, except designated agents of Production who have a need to know connection with Location Manager/Scout's evaluation of the Submission.
6. (i) Location Manager/Scout shall notify Production of any determination Location Management may arrive at with respect to the further development of the submission, provided, however, that, in doing so, Location Manager/Scout shall not directly or indirectly disclose any Confidential Information to any third party, without the consent of Production. (ii) If Location Manager/Scout determines that the Project cannot be accurately matched to an artistically viable and mechanically functional location in which the Project can be further developed, shall within \_\_\_\_\_ days of the receipt of the Submission, return any and all Confidential Information to Production, along with all copies or derivatives thereof and all writings generated by Location Management/Scout in connection with Location Management's evaluation of the Project or any Confidential Information.

7. If Location Manger/Scout determines that the Project can be suitably matched with an artistically viable and mechanically functional location for filming, and delivers to Production an acceptable location; Production and Location Management will attempt to agree on a schedule for filming, lease negotiation and compensation.
8. Other than as specifically provided herein, Location Manger/Scout will not use the Confidential Information for any purpose whatsoever other than for the sole purpose permitted in paragraph 3 hereof, unless and until a further executed agreement is first made between the parties acknowledging a revision or expansion upon terms and conditions under which credit may be acknowledged or rights to the Project and the Confidential Information are to be licensed to, or acquired by, the Location Manager/Scout.
9. Location Management agrees that it will not contact any party or parties other than Production's authorized agents or representatives concerning the Confidential Information without prior written authorization from Production during the term of this agreement.
10. Location Management's obligations under paragraphs 3,4, and 8 of this agreement shall extend from the date of this agreement and shall survive the expiration or termination of this agreement, provided, however, that Location Management's obligations under paragraphs 3 and 4 of this agreement shall terminate immediately in the event that Production shall purposefully disclose the Confidential Information to any other person, firm, or corporation on a non-confidential basis, during the term of this Agreement.
11. Production hereby expressly warrants that it has the full right and authority to disclose the Confidential Information to Location Management, and that no prior public non-confidential disclosure of the Confidential Information has been made by Production nor, to the best of Production's knowledge, by

any other party.

- 12. Nothing in this agreement contained herein shall in any way obligate Production to grant to Location Management a license or any other rights, directly or by implication, to the Confidential Information or the Project itself.
- 13. Subject to paragraph 10 above, this agreement shall terminate \_\_\_\_\_ days/months/years from the date of this agreement, unless extended mutual agreement of the parties.
- 14. This agreement sets forth the entire agreement between the parties and may not be amended or modified except by a writing signed by all of the parties.
- 15. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

_____ Amy Christina Perdomo Location Manager/Scout	_____ Production Representative/ Authorized Agent
_____ Date Signed	_____ Date Signed