

FILM NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into by and between:

Disclosing Party:

Name: _____
Address: _____
Phone/Email: _____

Receiving Party:

Name: _____
Address: _____
Phone/Email: _____

1. Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” means any information or material that is proprietary to the Disclosing Party, whether or not marked as confidential, including but not limited to scripts, storylines, characters, production plans, techniques, designs, business plans, financial information, and other materials related to the film project that is disclosed or made available to the Receiving Party, whether orally, visually, or in writing.

2. Obligations of Receiving Party

The Receiving Party agrees to maintain all Confidential Information in strict confidence and shall not disclose it to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall take all reasonable precautions to protect such Confidential Information and shall use it solely for the purpose of evaluating or participating in the film project.

3. Exclusions from Confidential Information

Confidential Information shall not include information that (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) is rightfully received from a third party without restriction on disclosure; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (d) is required to be disclosed pursuant to a valid court order or governmental authority, provided that the Receiving Party gives prompt written notice to the Disclosing Party to allow a protective order or other remedies.

4. Term

This Agreement shall commence upon execution by both parties and shall continue for a period of five (5) years, or until the Confidential Information no longer qualifies as confidential, whichever occurs first.

5. Ownership

All Confidential Information and any derivatives or improvements thereof shall remain the exclusive property of the Disclosing Party. No license or other rights, express or implied, are granted hereby except as expressly set forth in this Agreement.

6. No Obligation to Proceed

Nothing in this Agreement shall obligate either party to proceed with any proposed transaction or relationship, and each party reserves the right to terminate discussions at any time without liability.

7. Remedies

The Receiving Party acknowledges that disclosure or misuse of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or in equity to enforce this Agreement.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising out of or relating to this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Any amendment or modification must be in writing and signed by both parties.

10. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect as if the invalid provision were deleted.

11. No Waiver

No waiver by either party of any breach or default under this Agreement shall be deemed a waiver of any preceding or subsequent breach or default.

12. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

DISCLOSING PARTY

Signature: _____
Name: _____
Title: _____
Date: _____

RECEIVING PARTY

Signature: _____
Name: _____
Title: _____
Date: _____

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