

Non-Disclosure Agreement “Magician Trilogy”

This document represents an agreement between JONAS DAVID KLOCKE hereinafter mentioned as RELEASOR and _____ hereinafter mentioned as RECIPIENT. The agreement was made on _____ and enters into effect immediately.

Project

The Releasor is producing the films entitled “The Magician Trilogy” (the “PROJECT”) which include the three films “Leilani”, “Shadow” and “Anomaly” all of which named with working titles. All information about these films and scripts, including any and all concepts, ideas and materials relating thereto, and whether in written, oral, electronic or other forms, shall hereafter be deemed confidential and proprietary information (“Confidential Information”).

Non-Disclosure

The RECIPIENT understands and agrees that any Confidential Information shared by the RELEASOR cannot be used or disclosed to any other person, entity or third party except for the purposes of carrying out business relating to the PROJECT or RELEASOR. It is the responsibility of the RECIPIENT to safeguard this Confidential Information, disclosing it only to its employees, representatives, consultants and trusted personnel on a “need-to-know” basis. All representatives privy to Confidential Information shall be bound and shall abide by the terms and conditions of this Agreement.

Term

RECIPIENT shall not use or disclose Confidential Information for a period of two years from the Effective Date. Notwithstanding the expiration of this Agreement, all terms and provisions herein shall remain in full force and effect with respect to any Confidential Information until the RELEASOR terminates the Agreement or until the Confidential Information becomes public knowledge, whichever occurs first.

Property Rights

Nothing in this Agreement will be construed as granting to or conferring upon RECIPIENT any right, title, interest or license in any intellectual property rights or Confidential Information.

No Guarantees

This Agreement pertains solely to the confidential nature of the PROJECT and in no way guarantees or suggests employment of the RECIPIENT, nor does it provide terms for compensation or expenses related to the PROJECT. Any employment, compensation, or financial arrangements made between the parties shall be written out in another contractual instrument and shall have no effect on the binding terms and conditions herein.

Indemnity

RECIPIENT understands and agrees that any use or disclosure of Confidential Information, or any breach of this Agreement, could result in damages, losses, costs or expenses to the RELEASOR and agrees to keep the RELEASOR indemnified in respect to any and all claims which arise out of or in connection with a violation of this Agreement. RECIPIENT further acknowledges that such a violation could cause the RELEASOR irreparable harm, the amount of which may be difficult to determine, and therefore agrees that the RELEASOR shall maintain the right to apply for injunctive or equitable relief, which may be in addition to any other remedy the law can provide.

Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior and contemporaneous agreements, and may not be amended, altered, or changed without the written consent of both parties or their authorized representatives.

Severability

Any provision of this Agreement (or any portion thereof) determined by a court of competent jurisdiction to be invalid, unlawful or unenforceable for any reason, the validity of the remaining provisions shall in no way be affected or impaired.

Verification

In witness whereof, the parties specified herein have executed this agreement on the day and year specified above.

RECIPIENT:

RELEASOR:


