



Name _____

Company _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **Confidentiality and Non-Disclosure Agreement** (“**Agreement**”) is entered into as of the date set forth below by and between Garner Holt Productions, Inc. (“**Discloser**”) and the undersigned (“**Receiver**”).

1 **Purpose.** Discloser and Receiver agree that, to facilitate potential future business arrangements between them, it may become necessary for Discloser to provide to Receiver, or Receiver may receive access to, certain Confidential Information (as defined below). The purpose of this Agreement is to preserve and protect the confidentiality of the Confidential Information by preventing its unauthorized use and disclosure. In consideration of Discloser providing to Receiver, and permitting Receiver access to, the Confidential Information and for other valuable consideration, the value and receipt of which are hereby acknowledged, Receiver agrees to its obligations set forth in this Agreement.

2 **Confidential Information.** For purposes of this Agreement, “**Confidential Information**” shall mean information or material proprietary to Discloser or designated as Confidential Information by Discloser and not generally known by non-Discloser personnel which may be disclosed by Discloser or to which Receiver may have access in accordance with this Agreement. The Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): all ideas, concepts, designs, plans, specifications, data, business or strategic plans, financial information and projections, and any other information or material of any kind relating to the business of Discloser or any of Discloser’s clients. Confidential Information also includes any information described above which Discloser obtains from another party and which Discloser treats as proprietary or designates as Confidential Information, whether or not owned or developed by Discloser.

3 **Exclusions to Confidential Information.** Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Discloser; (ii) becomes publicly known and made generally available after disclosure by Discloser to Receiver through no action or inaction of Receiver; (iii) is already in the possession of Receiver at the time of disclosure by Discloser as shown by Receiver’s files and records immediately prior to the time of disclosure; (iv) is obtained by Receiver from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by Receiver without use of or reference to the Discloser’s Confidential Information, as shown by documents and other competent evidence in Receiver’s possession; (vi) is required by law to be disclosed by Receiver, provided that Receiver gives Discloser prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure; (vii) creates the risk of significant harm to the public if not disclosed; or (viii) nondisclosure would prevent the Receiver from establishing a claim or defense in an adjudicatory proceeding.

4 **Non-Use and Nondisclosure.** Receiver agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions with Discloser and/or to render services to Discloser. Receiver agrees not to, directly or indirectly, disclose, reveal, report, publish, transfer or otherwise convey any Confidential Information to third parties or to Receiver’s employees, except to those employees who are required to have the information in order to evaluate or engage in the discussions and/or to render the services to Discloser.

5 **Non-Circumvention.** Receiver represents, warrants and agrees that Receiver and Receiver's employees, agents, attorneys, associates, consultants and other representatives will not, without Discloser's prior written consent, use any Confidential Information to unfairly compete or obtain unfair advantage *vis a vis* Discloser, or make contact with, deal with or otherwise become involved in any transaction with any client of Discloser disclosed or introduced to Receiver by Discloser.

6 **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning any potential engagement.

7 **No License.** Nothing in this Agreement is intended to grant any rights to Receiver under any copyright of Discloser, nor shall this Agreement grant Receiver any rights in or to the Confidential Information except as expressly set forth herein.

8 **Remedies.** Receiver agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Discloser, entitling Discloser to seek injunctive relief in addition to all legal remedies.

9 **Separate Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. Any signed copy of this Agreement, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile, and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

10 **Miscellaneous.** This Agreement shall not be assignable by either party without the written consent of the other party hereto. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of the laws principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the party substantially prevailing in such action shall be entitled to reasonable attorneys' fees. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provisions. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

11 **Survival.** This Agreement shall survive any termination for any reason whatsoever of the discussions and/or engagement to render services to Discloser as contemplated herein.

In Witness Whereof, the parties hereto have executed this Agreement as of

(Date) _____.

Receiver:

Printed Name _____

Signature _____

Company _____

Title _____

Address _____

Email Address _____

Phone Number _____