

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on this ____ day of ____ 201__ ("Effective Date") at Mumbai.

BETWEEN

_____ (**WRITER**), an adult inhabitant of India having Pan No _____ having permanent address at _____ and current address at _____ (hereinafter referred to as the "**Disclosing Party/Writer**", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators, legal representatives) of the One Part

AND

YYYY, a [proprietorship/partnership/company] [through the sole proprietor/ acting through its partner [____]/ incorporated under the provisions of the Companies Act, 1956], with its [principal place of business] [registered office] located at [____], (hereinafter referred to as the "**Receiving Party/Producer**", which expression shall, unless it be repugnant to the context or meaning thereof, means and includes [his/her heirs, executors, administrators, legal representatives/ the partners or partner for the time being of the firm the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner and his or her assigns/ its successors and assigns]) of the **OTHER PART**;

"Disclosing Party/Writer" and "Receiving Party/Producer", hereinafter collectively referred to as "Parties" and individually a "Party"

WHEREAS

(A) ["The Parties intend to enter into discussions with each other regarding the clippings, strategies/synopsis/story/story line/ narration/script/screenplay/ dialogue and literary work titled _____ owned, written and authored by the Disclosing Party and registered by the Disclosing Party/Writer with the Film Writers Association as also attached hereto as Annexure - I"] ["Submissions"] to access the possibility of enabling the said Receiving Party/Producer to produce a _____ based on the same on mutually agreed terms as may be agreed to and executed by the Parties if/as and when applicable (hereinafter referred to as the "Purpose"). It is expressly clarified herein that nothing herein is deemed to transfer any intellectual property rights and/or any other rights of the Disclosing Party/Writer in the said Submissions and/or any other Proprietary and Confidential Information (defined below and hereinafter collectively referred to as Confidential Information), to the Receiving Party/Producer under any circumstances and/or for any reason whatsoever.

In order to proceed with the Purpose, the Disclosing party has agreed to additionally provide certain Proprietary and Confidential Information concerning the Purpose and the receiving party has agreed to accept such

Confidential information on a strictly confidential basis and on the terms and conditions set out below.

IN CONSIDERATION of the Receiving Party having access to the Disclosing Party's said Confidential Information each Party agrees to the following terms and conditions:

1. The term "Confidential information" for the purpose of this Agreement shall mean the said Submissions and each concept, idea, game-play mechanic, set design, business model, and/or other element contained therein and any and all other proprietary and/or any other information and/or data which is provided and/or obtained hereunder whether in relation to the submission and/or otherwise, whether in writing, pictorially, in machine readable form, orally or by observation during their interactions/discussions, in connection with the Purpose or otherwise, including but not limited to, all intangible and tangible information, documents, data, papers, statements, any business/customer information and trade secrets relating to its business practices in connection with the Purpose or otherwise, and will form a part of the proprietary and confidential information whether disclosed by the Disclosing and/or Receiving Party.
2. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential information shall not include any information that:
 - a) Is or becomes publicly available without breach of this Agreement
 - b) Becomes lawfully available to either Party from a third party free from any confidentiality restriction.
 - c) Is required to be disclosed under any relevant law, regulation or order of court, provided the affected Party is given prompt notice of such requirement or such order and (where possible) and provided the opportunity to contest it as per applicable law, and the scope of such disclosure is limited to the extent possible
 - d) Was previously ,i.e., prior to the date of this Non-Disclosure Agreement, possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written and dated original and valid records.
3. The Receiving shall use the Confidential information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent, and in addition to the same the Receiving Party will only share such Confidential Information with its internal employees only and strictly on a need to know basis.
4. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential information.

5. The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential information or any documents containing Confidential information without the Disclosing party's written consent.
6. The Receiving Party shall immediately upon request by the Disclosing party deliver back to the Disclosing Party all Confidential information disclosed to the Receiving party, including all copies(if any) made under above clauses.
7. The Receiving party shall not use the Confidential information to procure a commercial advantage and/or otherwise for any purpose whatsoever other than the Purpose without the prior written approval of the Disclosing Party,
8. The Receiving party acknowledges that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Agreement and/or any undertakings hereunder by the Receiving Party, in addition to and without prejudice any other remedies available to the Disclosing Party in law or in equity.
9. The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement and subject to the terms and conditions hereunder.
10. Receiving Party shall not modify or erase the logos, trademarks etc. of Disclosing Party or any third party present on the Confidential Information. Neither party shall use or display the logos, trademarks etc., of the other party in any advertisement, press etc. and/or otherwise, without the prior written consent of the other party.
11. No warranties of any kind are given with respect to the Confidential information and/or any other information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing. Neither party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the other party in connection with the provision or use of Confidential information hereunder except to the extent that such provision or use is caused by and constitutes a breach of this Agreement.
12. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

13. This Agreement shall be governed by the laws of India.
14. The Parties hereto undertake that any dispute which may arise between them shall first be dealt with in the manner stated below, irrespective of the other recourse, which any Party may have in law or in equity.
 - 14.1 If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of thirty (30) days, either Party to the dispute may give ten (10) days notice of invocation of dispute settlement by the Film Writers Association, Mumbai, to the other Party in writing. The Parties hereto shall submit to such mediation award by the Film Writers Association and the award shall be enforceable in any competent court of law in Mumbai.
15. Subject to the provision of Clause 16, the Courts having jurisdiction hereunder, shall exclusively be the courts at Mumbai, India.
 - 15.1 This Agreement shall be governed by and construed in accordance with the laws of India.
16. This agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
17. In the event that any of the provisions of this Agreement shall be held by a court or the dispute resolution committee of the Film Writers Association to be unenforceable, the remaining portions hereof shall remain in full force and effect.
18. Nothing in this Agreement shall preclude either party from engaging in discussions with any third party regarding the Purpose, provided that the terms of this Agreement are strictly complied with during such discussions.
19. All obligations respecting the Confidential information already provided hereunder shall survive in perpetuity after the date that the specific Confidential information was first disclosed.
20. This Agreement is valid and binding on the parent and/or holding and/or subsidiary(s) and/or associate(s) and/or affiliate and/or related companies and/or entities, directors, agents, servants, successors-in-title and permitted assigns of the respective Parties.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

SIGNED:

SIGNED:

For and on behalf of:

For and on behalf of:

Name:

Name:

Witness:

Witness:

Annexure – I
Copy of the Literary Work