



# **AGAINST ALL ODDS**

**MOVIE (FILM) NON-DISCLOSURE AGREEMENT**

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# INTRODUCTION

This MOVIE NON-DISCLOSURE AGREEMENT, hereinafter known as the “Agreement”, is entered into by and between TISHA PRODUCTIONS, a subsidiary of Tisha Integrated Services (hereinafter known as the “RELEASOR”) and THE NASSARAWA STATE GOVERNMENT (hereinafter known as the “RECIPIENT”), effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

## Article 1: Project

1.1. Whereas, the Releasor is producing a film entitled AGAINST ALL ODDS (the “Project”), all information about the film and script or screenplay, including any and all concepts, ideas and materials relating thereto, and whether in written, oral, electronic or other form, shall hereafter be deemed confidential and proprietary information (“Confidential Information”).

1.2. Confidential Information, referring to the Film Concepts or ideas or materials shall also include but not limited to: storyboards; synopsis or story; summary or pitch; financial plans and or financial analysis; marketing plans or other information conveyed in writing or in discussion that is indicated to be confidential.

## Article 2: Non-Disclosure

2.1. 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, officers, directors, representatives, consultants and trusted personnel on a “need-to-know” basis, which is to participate on the Recipient’s behalf in the analysis and negotiation of a business relationship or any contract or agreement with Releasor. All representatives privy to Confidential Information shall be bound and shall abide by the terms and conditions set forth in this Agreement.

2.2. Without Releasor’s prior written consent, Recipient will not: (a) *disclose Confidential Information to any third party;*

(b) *make or permit to be made copies or other reproductions of Confidential Information; or*

(c) *make any commercial use of Confidential Information.*

## Article 3: Term

Recipient shall not use or disclose Confidential Information for a period of \_\_\_\_\_ [(week(s)/month(s)/year(s))] **(the Effective Term Date)**. Notwithstanding the period after termination 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.

## Article 4: Return of Film Materials

Upon Releasor’s request, Recipient shall within thirty (30) days return all original materials provided by Releasor and any copies, notes or other documents in Recipient’s possession pertaining to the Film Concept or Project, that is, pertaining to the Confidential Information.

## **Article 5: 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.

## **Article 6: Exclusions**

This agreement does not apply to any information that: *(a) was in Recipient's possession or was known to Recipient without an obligation to keep it confidential, before such information was disclosed to Recipient by Releasor;*

*(b) is or becomes public knowledge through a source other than Recipient and duly established as through no fault of Recipient;*

*(c) is or becomes lawfully available to Recipient from a source other than Releasor; or*

*(d) is disclosed by Recipient with Releasor's prior written approval.*

## **Article 7: No Guarantees**

This Agreement pertains solely to the confidential nature of the Project and in no way guarantees or suggests employment of the Recipient, or be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose; nor does it provide terms for compensation or expenses related to the Project. Any employment, partnership, joint venturing, 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.

## **Article 8: Warranty**

Releasor warrants that the Project, that is, the Film Concept, is original to Releasor and that Releasor has the right to make the disclosures under this Agreement.

## **Article 9: 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.

## **Article 10: Entire Agreement**

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

## **Article 11: Severability**

If a court of competent jurisdiction finds and determines any provision of this Agreement (or any portion thereof) to be invalid, unlawful or unenforceable for any reason, the validity of the remaining provisions shall in no way be affected or impaired, thus the remainder of this Agreement shall be interpreted so as best to effect the intent of the consenting parties to this Agreement.

## **Article 12: General provisions**

**(a) Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**(b) Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**(c) Attorney Fees and Expenses.** In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

**(d) Successors & Assigns.** Within the term of this Agreement, the provisions of this Agreement shall be binding on each party's heirs, successors and assigns. Recipient may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Releasor. However, no consent is required for an assignment or transfer that occurs: (a) to an entity of this Project in which Recipient owns more than fifty percent of the assets (if reflected in any contractual instrument of partnership or joint venturing);

(b) as part of a transfer of all or substantially all of such contractually binding assets or entity of Recipient to any party. Any assignment or transfer in violation of this section shall be void.

### **(e) Governing Law**

This Agreement will be governed by and in accordance with the laws of the Federal Republic of Nigeria.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

**Releasor Signature** \_\_\_\_\_

Releasor (Typed or Printed Name) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Recipient Signature** \_\_\_\_\_

Recipient (Typed or Printed Name) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_