

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter referred to as the "Agreement") is made and effective \_\_\_\_\_ (date) by and between Concept Media LLC (hereinafter referred to as the "Production Company") and \_\_\_\_\_ (hereinafter referred to as the "Recipient").

The agreement is for the film "STRANDED"

**1. Confidential Information.** Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, scripts, schedules, marketing plans, promotional imagery, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner.

**2. Recipient's Obligations.** A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter.

**3. No Publicity.** Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

**4. Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature:

**RECORDED VIDEO PERFORMANCE RELEASE**

I, \_\_\_\_\_, hereby grant Shawn Burkett & Concept Media LLC and its agents the right to use submitted video auditions / my likeness/voice/ performance and/or the likeness/voice/performance for "STRANDED", in connection with the production and distribution of the video/audio tape presentation named below, and that said video/audio tape may be broadcast or otherwise transmitted by Concept Media, and or its successors or assigns. I agree that you may copyright said video/audio tape.

I further agree that my name(s) likeness/voice(s) and biographical material may be used in connection with publicity about the production named below.

I understand that the recorded material will be used for commercial gain.

Date: \_\_\_\_\_

Actor Name: \_\_\_\_\_

Stage Name: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Concept Media LLC Representative