

NON-DISCLOSURE AGREEMENT (NDA)

Living Proof Studios- “Strong Like Simon”

This Nondisclosure Agreement (the “Agreement”) has been entered into and made effective on the date of _____ and is by and between:

Party Disclosing Information: _____ with a mailing address of _____ (Disclosing Party).

Party Receiving Information: _____ with a mailing address of _____ (Receiving Party).

1. Confidential Information

For the purpose of preventing the unauthorized disclosure of Confidential Information such as but not limited to:

- The screenplay or any portion of *Strong Like Simon*
- Storyline, character details, dialogue, themes, plot points, and unpublished footage
- Production details, budget information, or internal communications
- Any other material or knowledge relating to the project not made public by Living Proof Studios

2. Obligations of the Receiving Party

The Receiving Party agrees:

- Not to disclose, discuss, or share any Confidential Information with any third party without written consent from Living Proof Studios.
- Not to publish or post any Confidential Information on social media, blogs, online forums, or elsewhere.
- To use Confidential Information solely for the purpose of fulfilling their role in the project and not for any personal or professional benefit.
- To take all reasonable steps to protect the confidentiality of the information.

3. Exceptions

Confidential Information does **not** include information that:

- Is or becomes publicly made available through no fault of the Receiving Party;

- Was already lawfully known to the Receiving Party before disclosure;
- Is required by law to be disclosed (with prior written notice to Living Proof Studios if possible.)

4. Ownership

All Confidential Information and materials related to *Strong Like Simon* remain the sole property of Living Proof Studios. No rights or licenses are granted under this Agreement.

5. Duration

This Agreement shall remain in effect:

- During the course of the Receiving Party's involvement with the project and
- For a period of **five (5) years** after their involvement has ended or until the Confidential Information becomes public, whichever is sooner.

6. Remedies

The Receiving Party acknowledges that any breach of this agreement could cause significant harm to Living Proof Studios and agrees that the Disclosing Party shall be entitled to seek legal remedies including injunctive relief, damages, or other appropriate action.

7. Entire Agreement

This document represents the entire understanding between the parties regarding confidentiality of Strong Like Simon and supersedes any prior oral or written agreements.

8. Governing Law

This Agreement shall be governed and interpreted under the laws of the State of New York.

In Witness Whereof, the parties have executed this Agreement as of the date written below.

Living Proof Studios

Signed By: _____

Name: **Bianca Barnes**

Title: Founder/ Producer

Date: _____

Receiving Party:

Name (Print) _____

Signature: _____

Date: _____