



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of [Date], by and between David Choate Productions ("DCP") and the undersigned party ("Recipient").

### 1. CONFIDENTIAL INFORMATION:

During the course of the Recipient's engagement or association with DCP, the Recipient may have access to and become acquainted with confidential and proprietary information, including but not limited to creative and intellectual property, business plans, financial information, and personal information of individuals associated with DCP ("Confidential Information").

### 2. OBLIGATIONS OF RECIPIENT:

The Recipient agrees to hold the Confidential Information in strict confidence and to take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information. The Recipient shall not, without the prior written consent of DCP, disclose, reproduce, or use the Confidential Information for any purpose other than for the purposes authorized by DCP.

### 3. EXCEPTIONS:

The obligations of confidentiality shall not apply to information that is: (a) publicly available or becomes publicly available through no fault of the Recipient; (b) rightfully obtained by the Recipient from a third party without restriction on disclosure; (c) independently developed by the Recipient without reference to or use of the Confidential Information; or (d) required to be disclosed by law, court order, or government agency, provided that the Recipient gives prompt notice to DCP of such requirement to disclose and cooperates with DCP in any efforts to obtain a protective order.

### 4. OWNERSHIP:

The Recipient acknowledges that all Confidential Information is and shall remain the exclusive property of DCP. Nothing in this Agreement shall be construed as granting, expressly or by implication, any license or right to use any Confidential Information, except as expressly stated herein.

### 5. RETURN OR DESTRUCTION:

Upon the termination of the Recipient's engagement or association with DCP, or upon DCP's request, the Recipient shall promptly return or, at DCP's option, destroy all copies of the Confidential Information in the Recipient's possession or control.

### 6. DURATION:

The obligations of confidentiality shall continue indefinitely from the effective date of this Agreement.



**7. NO EMPLOYMENT OR PARTNERSHIP:**

This Agreement does not constitute an employment or partnership agreement between the parties.

**8. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

**\*\*DAVID CHOATE PRODUCTIONS:\*\***

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**\*\*RECIPIENT:\*\***

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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