

Confidentiality and Non-Disclosure Agreement

Disney Television Studios (“Producer”) has agreed to provide me with access to Producer’s virtual production facilities (“Property”) for the sole and specific purpose of _____ . Producer or its affiliate companies owns and reserves all of its rights in and to the Property, including, but not limited to, anything derived from the Property. I, _____, acknowledge and agree that the Property contains confidential and proprietary information and material not available to the public and in many instances not available to others, including, but not limited to members of the cast, crew and staff for the relevant production (“Program”) and/or the Property. I further acknowledge that the disclosure or misappropriation of such confidential and proprietary information or material will materially and adversely affect the entertainment value of the Program for the viewing public and the confidentiality of the Property, including, but not limited to any technical and/or other capabilities related to, or located on, the Property, and will accordingly result in significant and irreparable injury and damage to Producer.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to abide by the terms of this Confidentiality and Non-Disclosure Agreement (this “Agreement”) and to keep in the strictest confidence all information, communications and materials disclosed to or in any manner obtained by me concerning or relating to the Property and, if applicable, the Program, including without limitation, plot lines, dialogue, script elements, trade secrets, operational methods, cast members, character identity and information, the outcome of any Program, production locations, featured technology and/or devices (including the design, specification, configuration and/or operation thereof), security protocol (both internal and for the Property and/or Program itself) and the business affairs of Producer and any other information or material relating to Producer, its affiliate companies, the Program, the cast members, and/or the Property (collectively, “Confidential Information”).

I shall not at any time directly or indirectly reveal, report, publish, disclose, transfer or otherwise disseminate or use any of the Confidential Information. I further agree that any Confidential Information of which I become aware may not be used for any purpose. I understand and agree that I am strictly bound to follow Producer’s exact guidelines regarding the Confidential Information, including Producer’s instruction that I cannot reveal, report, publish, disclose, transfer or otherwise disseminate any of the Confidential Information to which I may have access.

To the extent I become aware of any Confidential Information, I agree to follow all of Producer’s security procedures including, but not limited to, maintaining the absolute secrecy of all Confidential Information and, to the extent applicable, all Program and/or Property-related information and materials (whether confidential or not). I further agree that I will use best efforts to preserve the confidentiality and secrecy of all Confidential Information and Program and/or Property-related information and materials that come into my possession or of which I become aware.

I understand and agree that Producer will solely control the issuance of all publicity, press releases and press conferences related to the Property and, if applicable, the Program. I agree not to participate in any publicity, press releases, press conferences or communicate with the press in any respect in connection with the Property and/or the Program unless pre-approved by written authorization of Producer.

I understand and agree that any disclosure or misappropriation of any Confidential Information at any time is in violation of this Agreement, will constitute a material breach of this Agreement and will cause Producer irreparable harm, including but not limited to (a) affecting the entertainment value and eliminating the surprise, tension and outcome of the Program for the viewing public, (b) adversely affecting television ratings of the Program, (c) placing Producer in breach of its agreements with third parties, and/or (d) providing third parties with unauthorized access to confidential trade secrets, operational methods, and information regarding featured technology and/or devices on the Property. I understand and agree that monetary damages will not be sufficient to compensate Producer for the unauthorized use or disclosure of any Confidential Information and that injunctive

or other equitable relief would be appropriate to prevent any improper actual or threatened use or disclosure of the Confidential Information or other breach of this Agreement.

Without limiting the foregoing, any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former and contemporaneous agreements, understandings or representations between the parties. No modification, alteration or amendment of this Agreement will be valid or binding unless in writing and signed by a duly authorized representative of Producer and me. No waiver by Producer of any term or condition of this Agreement will be construed as a waiver by Producer of any other term or condition, nor will any waiver by Producer of any default under this Agreement be construed as a waiver by Producer of any other default.

This Agreement will be governed by and construed under and in accordance with the internal laws of the State of California applicable to contracts wholly negotiated, executed and performed therein, and I hereby consent to the jurisdiction of the courts of the State of California and the United States courts located in the State of California in connection with any lawsuit, action or proceeding arising out of or related to this Agreement.

The terms of this Agreement shall be binding upon me and my employees, agents, assignees and legal representatives. I understand and agree that the Agreement shall commence on the date specified below and that the provision hereof shall continue in perpetuity.

I acknowledge and certify that I shall be bound by this Agreement, that the consequences and implications of its breach have been explained to me and I have been afforded the opportunity to review this document with my own legal counsel prior to signing.

AGREED AND ACCEPTED:

Signature: _____

Name: _____
(Please Print)

Date: _____