



460 WEST 34TH ST. 16TH FL, NEW YORK, NY 10001 212-564-2607 OFFICE 212-967-7573 FAX WWW.LEFTFIELD-ENTERTAINMENT.COM

**Non-Disclosure Agreement**

The following sets forth the material terms of the agreement between Leftfield Entertainment LLC, its parents, affiliates and subsidiaries (collectively, "LFE") and \_\_\_\_\_ ("you"), in connection with certain confidentiality requirements concerning LFE regarding information to which you may be exposed by virtue of your relationship with LFE or otherwise. This agreement may be entered in conjunction with another engagement agreement by and between you and LFE or may be entered into alone. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby agree to the following:

You agree to keep strictly confidential and not to disclose, or cause to be disclosed, to any third party any information which may be confidential/trade secret information regarding LFE and/or its affiliates or subsidiaries including, but not limited to, methods of doing business, program ideas, business data, future plans, casting and marketing strategies, financial results and business conditions, the terms of any agreement with any employee, vendor, licensee, program participant or other third party, any nonpublic information in any way related to LFE and/or its affiliates, subsidiaries and licensees and any information related to any potential or actual past, present or future LFE programs, including, without limitation, LFE's intention to develop programs, any proposed program formats, contents, casts, characters, or other elements under consideration by LFE for inclusion in any program, the terms and conditions of this Agreement, and any and all other information disclosed to or obtained by you at any time from any source concerning or relating to the development, production, distribution and/or other exploitation of any such programs (collectively, "Confidential Information"), except as expressly authorized in advance by LFE in writing; or as required by law or order of a court of competent jurisdiction.

You further acknowledge and agree that any direct or indirect disclosure of any Confidential Information will constitute a material breach of this agreement and will cause LFE substantial and irreparable injury entitling LFE to, among other things: (i) if you are presently engaged by LFE, your immediate termination for breach of the terms of your engagement; (ii) injunctive or other equitable relief, without posting any bond, to prevent and/or cure your breach or threatened breach of this agreement; (iii) recovery of any damages suffered by LFE arising from such breach or threatened breach including, without limitation, any attorneys' fees, legal expenses and court costs incurred to enforce this paragraph; and (iv) disgorgement of any monies, profits, or other consideration or benefits which you derive from any and all sources (including but not limited to LFE's competitors and the media) relating to any disclosure or exploitation of any Confidential Information, in each case without prejudice to any other legal or equitable rights or remedies that LFE may have as a result of a violation of the terms hereof. In no event shall you be entitled to equitable relief or otherwise to enjoin, restrain or interfere with the proposed development, production, exhibition or other exploitation of such programs. You agree to honor the provisions of this agreement in perpetuity.

ACCEPTED AND AGREED:

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

**LEFTFIELD ENTERTAINMENT LLC**

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

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

Telephone #: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_