

NON-DISCLOSURE AGREEMENT

This Agreement is made the day of / 20

BETWEEN

(1)

(2)

WHEREAS

- (1) The parties wish to enter into discussions and provide information to each other relating to their respective businesses in the area of the television and event concept - 'PROJECT TITLE' ("the Purpose") and they acknowledge that this will include the disclosure of Confidential Information (as defined in this Non-Disclosure Agreement) to each other.
- (2) The parties have agreed that all and any Confidential Information of one party shall be kept confidential by the other in accordance with the terms of this Non-Disclosure Agreement ("the Agreement").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The parties acknowledge that the Confidential Information supplied or to be supplied by each of them to the other is proprietary to the disclosing party and acknowledges that it is of a confidential nature. Each party will at all times keep Confidential Information communicated by the other to it secret and will not use the same in any manner (other than for the Purpose) without the prior written consent of the disclosing party.
2. Neither party shall without the prior written consent of the disclosing party copy, reproduce, adapt, divulge, disclose, publish, confirm, deny or circulate (or authorise or permit anyone else to do any of the same) any of the Confidential Information disclosed or communicated to it by the other except to such of its directors, advisers or employees as may, in each such case, require access to the Confidential Information on a strict need-to-know basis solely for the Purpose ("Permitted Disclosees"). The Confidential Information and all copies thereof shall be returned to the disclosing party by the other party within seven days of a request for such return by the disclosing party.
3. Notwithstanding the above clauses, nothing in this Agreement shall prevent a party disclosing any Confidential Information to the extent that such disclosure is required pursuant to the binding requirement or request of a European, national or local government or regulatory authority or order of court provided that the party required to give disclosure (the "Disclosing Party") notifies the other as soon as practicable *after* becoming aware of the requirement to disclose and that the Disclosing Party takes all reasonable steps to limit the amount of Confidential Information required to be disclosed.
4. Each party undertakes to ensure that all Permitted Disclosees to whom Confidential Information is disclosed shall comply with the terms of this Agreement.

5. For the purposes of this Agreement the term "Confidential Information" shall mean and include:-
 - (a) all information disclosed to either party by the other relating directly or indirectly to the Purpose; and
 - (b) the fact that the parties are interested in or assessing the Purpose and/or are discussing the Purpose with each other; and
 - (c) the terms of any agreement reached by the parties or proposed by either party (whether or not agreed) in connection with the Purpose (and such terms shall be confidential information of both parties); and
 - (d) all knowledge information or materials whether of a technical or financial nature or otherwise relating in any manner to the business affairs of the disclosing party (or any parent, subsidiary or associated company of that party) including but not limited to software, samples, devices, demonstrations, know-how, and other materials of whatever description and stored on any media, whether subject to or protected by copyright, patent, trademark, registered or unregistered design or otherwise disclosed or communicated (whether in writing or orally) before, on or after the date of this Agreement by one party to the other.
6. Neither party shall have any obligation to the other with respect to any information which:
 - (a) is or becomes publicly known otherwise than as a consequence of a breach of this Agreement by the recipient party;
 - (b) is developed by the recipient party independently of and without reference to anything provided to the recipient party by the disclosing party; or
 - (c) is obtained by the recipient party from a bona fide third party having free right of disposal of such information.
7. Neither party makes any express or implied warranty or representation as to the accuracy, completeness or quality of any Confidential Information.
8. Each party acknowledges and agrees that it shall not acquire by implication or otherwise (unless expressly agreed in writing) any right license or title to any Confidential Information of the other party.
9. Each party acknowledges and agrees that, in the event of a default by the other, damages will not be a sufficient remedy for the disclosing party. Accordingly, in addition to other remedies, the disclosing party shall have the right to injunctive relief or specific performance of the other party's obligations. Any such remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to the parties at law or in equity.

10. No failure or delay by either party in exercising any rights, power or legal remedy available to it hereunder shall operate as a waiver thereof.
11. This Agreement includes the entire understanding of the parties with respect to the subject matter hereof, unless otherwise agreed to in writing and signed by both parties.
12. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.
13. The undertakings given by the parties in this Agreement are of the maximum duration permitted by law and shall continue in full force and effect notwithstanding the completion or other termination of the discussions of the parties relating to the Purpose.
14. All rights of whatever nature or sort in and to the Confidential Information (and for the avoidance of doubt to all matters referred to therein) are reserved by the disclosing party and no rights or licenses in or to the Confidential Information are granted to the other party.
15. This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

Signed by

.....

Name:
Designation:

Signed by

Name:
Designation: