

# Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into as of **July 3, 2024**, by and between JTVONE LLC, a Texas limited liability company, and its subsidiaries ("Disclosing Party"), and ("Recipient") name: \_\_\_\_\_, residing at (Recipient Address: \_\_\_\_\_ ("Recipient").

## 1. Confidential Information

**1.1 Definition:** "Confidential Information" means any information disclosed by the Disclosing Party to the Recipient, in whatever form or medium, whether written, oral, visual, or electronic, that is designated as confidential or that, by its nature or the circumstances surrounding its disclosure, ought to be treated as confidential. This includes, but is not limited to:

- Scripts, screenplays, treatments, outlines, and storyboards.
- Characters, storylines, plots, and themes.
- Concepts, ideas, and formats for television shows, movies, and audiovisual works.
- Information regarding upcoming productions, casting, marketing strategies, and financial information.
- Trade secrets, know-how, and other proprietary information of the Disclosing Party.

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

- (a) is or becomes publicly known through no fault of the Recipient;
- (b) was rightfully known by the Recipient before disclosure by the Disclosing Party;
- (c) is rightfully received by the Recipient from a third party without a confidentiality obligation or
- (d) is independently developed by the Recipient without the use of the Confidential Information.

**2. Non-Disclosure:** The Recipient agrees to hold the Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party. The Recipient will use the same degree of care to protect the Confidential Information as the Recipient uses to protect its confidential information, but no less than a reasonable degree of care.

**3. Non-Use:** The Recipient agrees not to use any Confidential Information for any purpose other than the specific purpose for which the Disclosing Party disclosed it.

**4. Term and Termination:** This Agreement will be effective as of the Effective Date and remain in effect for [3] years. Upon written notice to the other party, either party may terminate this Agreement. All confidentiality obligations under this Agreement will survive the termination of this Agreement for [5] years.

**5. Return of Materials:** Upon termination of this Agreement, the Recipient will promptly return to the Disclosing Party all Confidential Information in its possession or control, in whatever form or medium.

**6. Governing Law:** This Agreement shall be governed by and construed following the laws of the State of Texas.

**7. Remedies:** The Recipient acknowledges that a breach of this Agreement would cause irreparable harm to the Disclosing Party, for which monetary damages would not be an adequate remedy. In the event of a breach of this Agreement, the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief, in addition to any other remedies available at law or in equity.

**8. Severability:** If any provision of this Agreement is held invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

**9. Entire Agreement:** This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

**10. Waiver:** No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
Signature of Jazmin Anderson

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

**Jazmin Anderson** \_\_\_\_\_  
Printed Name of Jazmin Anderson (Founder of JTVONE)

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

\_\_\_\_\_  
Signature of Recipient

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

\_\_\_\_\_  
Print of Recipient

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