



## Confidentiality and Non Disclosure Agreement

THIS CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, by and between:

**Beautiful River Entertainment, LLC (and its affiliates) and \_\_\_\_\_ (and its affiliates).**

WHEREAS, in the course of discussions between them, each party has or will disclose to the other certain confidential information relating to the disclosing party's business including but not limited to such party's creative endeavors ("Confidential Information") solely for the receiving party's review for the purpose of evaluating a proposed business relationship between the parties (the "Purpose").

WHEREAS, the parties desire to protect their patent, copyright and trade secret rights, as well as their confidential and proprietary information.

NOW, THEREFORE, the parties agree as follows:

1. The parties each agree that the disclosing party's Confidential Information is and shall remain the sole property of the disclosing party and the disclosing party shall be the sole owner of all rights in connection therewith and that no license is granted to the receiving party.
2. The receiving party agrees to hold in confidence and trust and to maintain as confidential all of the disclosing party's Confidential Information. The receiving party agrees not to disclose any of the disclosing party's Confidential Information, or any information derived therefrom, to any third person except to the receiving party's employees (if applicable) who have a need to know such information for the Purpose and who are bound by restrictions on disclosure and use of such Confidential Information at least as stringent as those set forth herein. The receiving party further agrees not to make any use of the disclosing party's Confidential Information except for the Purpose.
3. The receiving party agrees not to make any copies or duplicates of any Confidential Information except as otherwise expressly authorized by the disclosing party or as necessary for the Purpose.
4. Upon the disclosing party's request, the receiving party will immediately return all Confidential Information in the receiving party's possession.
5. This Agreement supersedes all prior agreements, understandings, discussions and writings and constitutes the entire agreement between the parties with respect to the information transmitted hereunder. No waiver or modification of this Agreement shall be binding upon either party unless made in writing and signed by a duly authorized representative of such party. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In any action to enforce this Agreement, the prevailing party shall be entitled to recovery of all fees and disbursements including reasonable attorney's fees.
6. This Agreement shall be covered by and construed under the laws of the State of New York without giving effect to its or any other jurisdiction's principles of conflicts of law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first above written.

**For Beautiful River Entertainment, LLC**

**For Agreeing Company or Individual**

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

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

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

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