

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. It contains obligations you agree to undertake in connection with the production for which you have been hired (the "Production"). As a condition of your hiring, you agree to enter into this Agreement.

1. Confidential and Private Information.

You may gain access to or learn "**Confidential Information**" about the Production, its producers, artists, and artist reps (the "Artistic Team"), and its clients and advertising agencies (the "Clients"). Confidential Information means all non-public information about the Production, Artistic Team, and Clients, including but not limited to information pertaining to (i) the Artistic Team's and Clients' business or operations; (ii) the products and imagery that are the subject of the Production; (iii) the creative direction, creative campaign, or trade methods and processes executed and employed during the Production; (iv) the behavior of the Artistic Team, Clients, talent, or crew on set; and (v) personal, financial, or contact information of the Artistic Team, Clients, talent, crew, and vendors associated with the Production.

You agree that you will not, during or after your engagement, disclose, use, comment on or publish any Confidential Information, and will not cause or assist anyone else to disclose, use, comment on or publish any such information. **This includes posting to any social media accounts or website.** If there is any doubt as to whether a piece of information is Confidential Information, you shall obtain the undersigned's prior written consent before disclosing such information.

2. Intellectual Property Assignment.

Unless otherwise agreed to in writing between you and the undersigned, you agree that any and all intellectual property and work product developed or produced by you in connection with the Production (collectively, "Deliverables") have been and are being developed or produced for the sole and exclusive use of the Clients. Any Deliverables developed or produced in conjunction with your work on the Production shall be considered Works Made for Hire (as such are defined under U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of the Clients or their assigns. In the event that it should be determined that any of such Deliverables do not qualify as a "Work Made for Hire," you will and hereby do assign to the Clients for no additional consideration, all right, title, and interest that you may possess in such Deliverables including, but not limited to, all copyright and proprietary rights relating to such Deliverables. You agree to irrevocably waive, to the extent permitted by law, all claims in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

3. Name and Likeness Rights

To the extent your name and/or likeness appears in the Deliverables, you grant the Artistic Team and Clients an irrevocable license to use the same subject only to any use restrictions previously agreed to in writing by you and the undersigned. You agree to release and discharge the Artistic Team and

Clients, and their employees, agents, licensees, successors and assigns, from any and all claims, demands or course of actions that you may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, arising out of or relating to any use or exploitation of the Deliverables.

4. Miscellaneous.

a. Employment At-Will (For Employees Only). Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the at-will status of the employment status on the Production, which may be terminated at any time, with or without cause or notice.

b. Modification. This Agreement may only be modified or changed by a writing signed by you and the undersigned.

c. Remedies. You acknowledge that the Confidential Information is of great competitive importance and commercial value, and that improper use or disclosure of the Confidential Information by you will cause irreparable harm, for which remedies at law will not be adequate. In the event of a breach or threatened breach by you of any of the provisions of this Agreement, you consent and agree that the Artist Team and Clients shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

d. Governing Law. This Agreement, for all purposes, shall be construed in accordance with the laws of [NAME OF STATE] without regard to conflicts-of-law principles.

[REPRESENTATIVE OR PRODUCER]

EMPLOYEE/CONTRACTOR:

Authorized Signature

Authorized Signature

Name, Title

Name

Date

Date