



SCRIPT / SYNOPSIS

REQUEST FORM & NDA

NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into on this _____ (“Effective Date”) by and between

SCRIPTick, a Partnership Company with its office at *BOFTA, 262-A, Indira Gandhi Road, Alwarthirunagar, Valasarawakkam, Chennai - 600087* (“**SCRIPTick**” or “**Disclosing Party**”);

and _____ (“**Producer/Filmmaker**” or “**Receiving Party**”), having its office at

(SCRIPTick and Producer/Filmmaker shall herein after be referred to as “Parties”).

Whereas the Producer/Filmmaker has requested for a Script/Synopsis from SCRIPTick for evaluation of production of a film/web-series and SCRIPTick has agreed to submit the same through this non-disclosure agreement (NDA) as per the details of the Script/Synopsis stated at the end of this agreement or as per the bound script submitted along with this agreement.

Whereas either party shall disclose, from time to time, Confidential Information (as such term is defined hereunder), to the other party, pertaining to their respective activities, for the evaluation of the possible commercial discussion for the Script/Synopsis offered by SCRIPTick, between the Parties (“**Purpose**”), and other information deemed by either party as being Confidential Information; and **Whereas** the Parties would like to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorised use and disclosure of such Confidential Information, **Now therefore** the Parties hereby agree as follows:

1. Confidential Information. The Parties agree that all information disclosed (Script/Synopsis/Character Arc/Screenplay/ Scenes/Treatment) by the disclosing party to the receiving party, whether in oral form, visual form or in writing, plans, marketing information, materials, (in whatever form), or third-party confidential information, the terms and conditions of this Agreement will be considered and referred to collectively in this Agreement as “Confidential Information”. Notwithstanding, Confidential Information, shall not include information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of the Confidential Information; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body and only to the extent required under such order or requirement; provided, however, that the receiving party shall make the best effort to provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

2. **Non-disclosure and Non-use of Confidential Information.** The receiving party agrees to accept and use Confidential Information solely for the Purpose of evaluating the script/synopsis for production of a feature film/web-series. The receiving party will not disclose, publish, or disseminate Confidential Information to a third party other than those of its employees and consultants with a need to know, and further agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of the Confidential Information and ensure that such receiving party’s employees and consultants fully perform the duties and obligations as per this agreement hereunder.



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... The receiving party agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorised representative of the disclosing party in each instance. In performing its duties and obligations hereunder, the receiving party agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care. Further, the receiving party agrees that it shall not make any copies of the Confidential Information on any type of media, without the prior express written permission of the authorised representative of the disclosing party. The Receiving Party also agrees not to make use of the idea/treatment/concept/Character Arc/Screenplay/Scenes presented in the Script/Synopsis by the Disclosing Party in any manner in any of its future productions, if it does not accept the Script/Synopsis offered by the Disclosing Party. The Receiving Party shall protect the interest of Disclosing Party at all times pertaining to the Script/Synopsis submitted through this agreement and shall not register a new script/synopsis using the idea of the script/synopsis under its name or its associates/employees/script writers/filmmakers, after modifying it.

3. Ownership of Confidential Information. All Confidential Information (script/synopsis) and any derivatives thereof is and shall remain the property of the party disclosing the said information and no license or other rights to Confidential Information is granted or implied hereby to have been granted to the receiving party, now or in the future unless the Receiving Party signs an agreement to acquire the Script/Synopsis offered by the Disclosing Party.

4. Evaluation of Confidential Information. The Receiving Party agrees to evaluate the script/Synopsis submitted within a reasonable time (not exceeding 30 days from the date of submission) and shall reply with either acceptance or refusal in writing and return the script/synopsis submitted by the Disclosing Party and shall not keep any copy of the same in case of rejection of the submission made by the Disclosing Party.

5. Acceptance of Confidential Information. In the event the Receiving Party accepts the script/synopsis submitted by the Disclosing Party and wishes to pursue it as a film/web-series, a new agreement shall be entered into between the parties based on the commercial terms agreed mutually for the acquisition of the script/synopsis.

6. Protection of Confidential Information. The Disclosing Party hereby confirms that it is submitting a registered script/synopsis to the Receiving Party, registered at The Screen Writers Association of India (SWA) or South Indian Film Writers Association (SWAN) or any other Registration of Scripts society and takes full responsibility to ensure and submit only a registered script/synopsis to the Receiving Party. The Receiving Party is fully aware of the steps taken to protect of confidential information by the Disclosing Party and shall cooperate in ensuring the same.

7. No Warranty. The confidential information and any other information is provided by the disclosing party "as is", without any warranty, whether express or implied, as to its accuracy or completeness, operability, use or fitness for a particular purpose.

8. Return of Confidential Information (Script/Synopsis). The disclosing party may decide to discontinue the disclosure of Confidential Information under this Agreement, at will, with or without cause, by giving written notice to the receiving party, with immediate effect. Upon such termination or upon request of the disclosing party, the receiving party shall return to the disclosing party the script/synopsis in any tangible form (physical copy if submitted), and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information, if such Confidential Information is stored in electronic form, it is to be immediately deleted. Notwithstanding anything to the contrary, the obligations set forth herein regarding confidentiality and use of Confidential Information shall survive any expiration or termination of this Agreement.



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9. **Equitable Relief.** The receiving party hereby acknowledges that unauthorised disclosure or use of Confidential Information (script/synopsis) could cause irreparable harm and significant injury to the disclosing party that may be difficult to ascertain. Accordingly, the receiving party agrees that the disclosing party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.

10. **Entire Agreement and Governing Law.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed (script/synopsis) herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorised representatives of both Parties. This Agreement shall be governed and construed solely in accordance with the laws of Indian Government and only the courts of Chennai shall have jurisdiction in any conflict or dispute arising out of this Agreement.

11. **Term.** This Agreement shall govern the communications relating to Confidential Information between the Parties during the period of one (1) month as of the Effective Date, or until such time as the present Agreement is expressly superseded by a subsequent agreement between the Parties hereto, whichever is earlier. The obligations set forth in this Agreement shall bind the Parties for a period of five (5) years from the date of disclosure of the Confidential Information and any part thereof, and such obligations shall survive the termination or earlier expiration of this Agreement.

12. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party, and any purported assignment not permitted hereunder shall be construed null and void.

Confidential Information provided by the Disclosing Party to the Receiving Party:

Script/Synopsis Title

Author Name

Logline/Theme of Script/Synopsis

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives.

For Producer/Filmmaker (Receiving Party)

For SCRIPTick (Disclosing Party)

Name of Authorized Signatory

Name of Authorized Signatory