**NON-DISCLOSURE AGREEMENT**

**Yerevan \_\_/\_\_/2020**

\_\_\_\_\_\_\_\_\_\_\_ company, hereinafter referred to as **"Disclosing Party",** on the one hand, and ANIMARENDER LLC, a company incorporated in Armenia whose registered office is at Yerevan Kochara 147/1 0012, hereinafter referred to as **"Receiving Party"**, on the other hand, jointly referred to as the "**Parties**", have concluded this Agreement (hereinafter referred to as "Agreement") on the following:

1. **SUBJECT OF THE AGREEMENT**
	1. This Agreement regulates the information field in the production of an audiovisual work, hereinafter referred to as "Project", in order to prevent material and reputational damage due to disclosure of information, which is confidential, as well as leakage of the original materials of the Project, including but not limited to, by leakage to the media (hereinafter referred to as "the Media").

1. **BASIC CONCEPTS AND TERMS**

**2.1.** Confidential Information - any information about the Project of a creative, financial, commercial, business, contractual, reputational and news nature that is not subject to disclosure, publicity and / or transfer to the media that has actual or potential commercial value for the Disclosing Party due to the fact that it is unknown to the third parties for the entire period of the production of the Project (including the organizational, filming, production process and post-production of the Project), and also during 3 (three) calendar years after publication of the Project. Confidential information also includes any information about the technologies created and / or used by the Disclosing Party in the production process of the Project.

**2.2.** Creative, financial, commercial, business and contract information includes information about the content of the Project's literary / director scenarios, the Project's budget, the remuneration and contractual obligations of the Project's production participants (including, but not limited to, organizational, production process and post-production of the Project), attracted on a permanent or temporary basis.

**2.3.** Reputational information includes information, capable of adversely affecting the business reputation of the Disclosing Party and participants in the organizational, filming and production process and at the post-production stage of the Project.

**2.4.** News information includes, but is not limited to, information about events occurring or occurring during the filming, production and post-production of the Project.

1. **OBLIGATIONS OF THE RECEIVING PARTY**

**3.1.** The receiving party receives confidential information from the Disclosing Party solely for the purpose of producing the Project. The use of confidential information by the Receiving Party for any other purposes is prohibited.

**3.2.** The Receiving Party has the right to disclose confidential information about the Project only to persons directly involved in the production of the Project, and the Receiving Party undertakes to notify these persons that the information provided is confidential, is produced by the Receiving Party, both in written form and verbally.

**3.3.** In case of non-compliance by the Receiving Party for any reason of the regime of confidentiality of information, the Receiving Party shall be liable to the Discloser for the actions of third parties, as a result of which the confidentiality of information was violated, and also undertakes to reimburse all losses incurred in connection with this by the Disclosing Party in full.

**3.4.** The Receiving Party undertakes not to provide information that is confidential to third parties not participating in the production of the Project.

**3.5.** Information about the name of the Project, its technical characteristics, as well as the authors of the Project (director, scriptwriter, and composer) The Receiving Party is entitled to use exclusively for purposes related to the production of the Project.

**3.6.** Disclosure of confidential information is recognized by any action of the Receiving Party, as a result of which confidential information has become known to third parties.

**3.7.** The Receiving Party undertakes to immediately notify the Disclosing Party about the fact of disclosure or illegal use of confidential information, or the known fact of disclosure, misuse or threat of disclosure, illegal receipt or use of confidential information by third parties.

1. **LIABILITY OF THE RECEIVING PARTY**

**4.1.** In the event of a breach by the Receiving Party of its obligations under this Agreement, the Receiving Party undertakes to reimburse the losses incurred to the Disclosing Party

1. **FINAL PROVISIONS**

**5.1.** The Agreement is made in 2 (two) copies, one for each of the Parties, the Agreement comes into force from the date of signing and is valid until the disclosure of the Project by the Disclosing Party.

**5.2.** Disputes arising out of this Agreement, the Parties undertake to resolve by negotiation, and if it is impossible to reach an agreement, in a judicial procedure in accordance with the legislation of the Armenia.

1. **DETAILS OF THE PARTIES AND SIGNATURES OF THE PARTIES:**

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| **Disclosing Party** | **Receiving Party** |
|  | **Animarender Armenia LLC** |
| Legal address: \_\_\_\_e-mail: \_\_\_\_\_\_\_\_\_\_Attn: \_\_\_\_\_\_\_\_\_\_\_ | Legal address: Yerevan Kochara 147/1 0012Email: hello@animarender.com |
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