

DO NOT READ THIS WORK BEFORE READING THIS CONFIDENTIALITY AGREEMENT. READING THE WORK INDICATES YOUR ACCEPTANCE AND COMPREHENSION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CONFIDENTIALITY AGREEMENT

IN CONSIDERATION OF _____ (“the Author”) disclosing confidential information relating to a television/film project titled _____ (“the Work”) to _____ (“the Reader”), the Reader acknowledges that:

1. THE Author is the owner of the copyright and all other rights of ownership in the Work.
2. ALL confidential information relating to the Work (including the scripts, concepts, trade secrets and know-how) disclosed by the Author and all notes on and copies of the Work made by the Reader (“the Confidential Information”) is confidential information of the Author.
3. THE Confidential Information:
 - (a) may be used solely for the purpose of assessing the scripts and projects and advising the Author thereon;
 - (b) must be kept confidential; and
 - (c) may be disclosed by the Reader only to employees and consultants who have a need to know (and only to the extent that each has a need to know) and who are aware and expressly agree that the Confidential Information must be kept confidential.
4. THE obligations of confidentiality do not extend to information that:
 - (a) was rightfully in the possession of the Reader before the date of this Agreement;
 - (b) is or becomes public knowledge (otherwise than as a result of a breach of this Agreement).
5. THE Reader:
 - (a) must return the Confidential Information to the Author on request
 - (b) acknowledges that this Agreement does not create or transfer any interest in the Confidential Information or any right in any intellectual property (other than the limited right to use the Confidential Information given under paragraph 3 (a)).
6. This Agreement will be governed by and construed in accordance with the laws of South Africa.

I agree to the above terms and conditions:

(The Reader)

(Date)