**CELEBRITY NON DISCLOSURE AGREEMENT**

THIS CELEBRITY NON DISCLOSURE AGREEMENT (the “Agreement') is made and effective on the [SPECIFY DAY] of [SPECIFY MONTH], [SPECIFY YEAR]

BY AND BETWEEN

[SPECIFY THE NAME OF THE COMPANY], a [SPECIFY STATE OR COUNTRY] corporation, with its principal business address at [SPECIFY STREET ADDRESS OF THE COMPANY] [SPECIFY CITY, STATE OR PROVINCE OF THE COMPANY] [SPECIFY ZIP OR POSTAL CODE OF THE COMPANY] (referred to in this Agreement as the “Company”),

AND

[SPECIFY NAME OF THE CELEBRITY], an individual with his/her principal address at [SPECIFY STREET ADDRESS OF THE CELEBRITY] [INSERT CITY, STATE OR PROVINCE OF THE CELEBRITY] [INSERT ZIP OR POSTAL CODE OF THE CELEBRITY] (referred to in this Agreement as the “Celebrity”).

**BACKGROUND**

WHEREAS, the Celebrity and the Company possess and have exchanged certain information considered as proprietary confidential information and properties;

WHEREAS, in consideration and in conformity to the terms and conditions of a previous formal agreement entered into by the Celebrity and the Company, representing the relationship of both as [SPECIFY], and the consummation of such business transaction, the Celebrity and the Company have agreed to make available to the other any and all Confidential Information which may be needed by the other in any particular time and occasion; and

WHEREAS, the Celebrity and the Company have acknowledged the need for and have agreed upon the protection of its confidential proprietary information and prevent the unauthorized use and disclosure of such information.

NOW THEREFORE, with due regard to these premises and for other good and valuable consideration, the Celebrity and the Company hereby agree as follows:

**1. LENGTH OF AGREEMENT**

This Agreement starts retrospectively to the commencement of the Celebrity’s relationship with the Company. This Agreement continues to stay effective at all times throughout any [SPECIFY], [SPECIFY] or other business relationship and understanding between the parties and for the periods of time stated subsequently as set forth below. This Agreement does not produce and generate any kind of continued business relationship other than as put forth in a separate written agreement duly signed and dated by all parties.

**2. REPRESENTATION AND WARRANTIES**

The Celebrity represents and warrants that their relationship with the Company will not cause or demand him or her to infringe and violate any obligation to, agreement, or confidence in relation to any trade secret, confidential and proprietary information with any other person, company or entity.

Moreover, the Celebrity admits and accepts that a condition of this relationship is when he or she has not brought and will not bring or utilize in the performance of his or her duties at the Company any proprietary or confidential information, whether or not in writing, of a former employer without that employer’s written authorization.

Violation of this condition outcomes in an automatic termination of the relationship as of the time of the violation. Unless as the case may be considered on certain instances stipulated hereof, there are no creation of Celebrity heretofore created or formulated by Celebrity that the Celebrity deems to be excluded from the extent of this Agreement, and the Celebrity hereby set free the Company from any and all claims by the Celebrity by reason of any use by Company of any creation heretofore created or formulated by the Celebrity.

**3. NON-DISCLOSURE DUTIES, RESPONSIBILITIES AND OBLIGATIONS**

The Celebrity concurs and commit to accept and hold the Confidential Information with utmost care and assurance. Nevertheless, the Celebrity further concurs and commit to: (1) except for the purposes herein stated, the Confidential Information shall never be used for any other purposes; (2) never divulge any names and their particulars to third parties without first securing the written consent of the Company; (3) never use any Confidential Information for the purposes of unfair competition or for conducting business which is basically and essentially the same with the business of the Company; (4) limit access to the Confidential Information within its own organization to its officers, directors, members and/or employees, partners/spouse, who clearly have a need to access and know, in order to carry out the purpose/s set forth in this Agreement; (5) do away with directly contacting or communicating with the ultimate source(s) of the Confidential Information without having first obtained the written consent of the Company; and (6) secure and conserve the Confidential Information, at all times, against unwarranted usage and benefit, publication or disclosure.

**4. PROPRIETARY INFORMATION**

The proprietary information refers to that is not known by actual or potential competitors of the Employer or is generally unavailable to the public, and has actual or potential material economic value to the Employer’s present or future business. It has been created, discovered, developed, or otherwise become known through the work and efforts of the Employer, or has otherwise been assigned and/or conveyed to the Employer.

For purposes of this Agreement, Proprietary Information shall mean any and all [SPECIFY ALL INFORMATION AND PROPERTIES REGARDED AS PROPRIETARY CONFIDENTIAL] of either Party.

All title, right, power and interest of every form and nature whatsoever in and to the Proprietary Information created, written, discussed, developed, secured, acquired or learned by the Celebrity during the duration of the term of the relationship with the Company or the [SPECIFY TIME] period immediately succeeding the termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed immediately by the Celebrity to Company.

The commitments and undertakings set forth in the succeeding paragraph shall apply despite everything of whether any proprietary Information is created, written, discussed, developed, secured, acquired or learned (a) solely or jointly with others, (b) throughout the usual hours of work or otherwise, (c) at the request and upon the proposition of Company or otherwise, (d) with Company’s materials, instruments, tools or (e) on Company's premises or otherwise.

Celebrity shall abide with any sensible rules established from time to time by Company for the protection of the confidentiality of any Proprietary Information. Celebrity unchangeably appoints the [SPECIFY POSITION] and all [SPECIFY POSITION] of the Company to act as Celebrity’s agent and attorney-in-fact to execute all acts required to acquire and/or maintain copyrights and similar rights to any Proprietary Information assigned by the Company to Celebrity under this Agreement if (a) Celebrity refuses to execute those acts, or (b) is unavailable, within the meaning of any applicable laws.

The Celebrity admits and accepts that the grant of the foregoing power of attorney is coupled with an interest and shall survive the death or disability of Celebrity.

The Celebrity shall immediately and fully divulge and reveal to the Company, in confidence (a) all Proprietary Information that the Celebrity creates, formulates or reduces to practice in writing either alone or with others during the term of this Agreement, and (b) all patent applications and copyright registrations filed by the Celebrity within one year after termination of this Agreement, including but not limited to materials and methodologies involved.

Nothing included and incorporated in this Agreement shall be construed to prevent the Company from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to Company under this Agreement. The Company, in using and applying such rights and privileges with reference to any specific item of Proprietary Information, may have the discretion not to file any patent application or any copyright registration on such Proprietary Information, may decide to maintain such Proprietary Information as secret and confidential, or may decide to abandon such Proprietary Information, or dedicate it to the public. Celebrity shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to Company under this Agreement.

**5. EXCEPTIONS**

Notwithstanding the preceding provision set forth above, the responsibilities and obligations set forth in this Agreement shall not apply to Confidential Information which: (a) is, or will eventually turn into, public information except through the breach of the provisions set forth in this Agreement; or (b) is in the possession and custody of the Party with the full right and privilege to divulge prior to its receipt from the Company, having proof through competent written records of evidence; or (c) is independently received by the Celebrity from a third party, other than those persons enumerated and described in this Agreement, with no restrictions on disclosure.

**6. EXECUTION OF INSTRUMENTS**

During his relationship with Company, upon request and without compensation other than as herein provided but at no expense to Celebrity, Celebrity shall perform and accomplish any documents and take any action Company may considered required or suitable to achieve the provisions of this Agreement, including without limitation assisting Company in acquiring and/or maintaining patents, copyrights or similar rights to any Proprietary Information assigned to Company.

Celebrity further admits and agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of employment for any reason by the Company, but if Celebrity is called upon for such aid and support after termination of employment, Celebrity is entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Company.

**7. NO RIGHT TO CONFIDENTIAL INFORMATION**

The Celebrity hereby concurs and acknowledges that no license, either express or implied, shall be granted to the Celebrity by the other Party to use any of the Confidential Information. Furthermore, all copyrightable works, improvements, inventions and designs relating to machines, methods, compositions, or products directly resulting from or relating to the Confidential Information or the ideas, concepts, methods or practices embodied therein and the right and privilege to use, market, and license the Confidential Information shall be the exclusive property of the other Party. The Celebrity has no right or title to the aforementioned Confidential Information and properties.

**8. FORCED DISCLOSURE**

If either Party faces legal action and is required to disclose any of the Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.

**9. NO GUARANTEE OR WARRANTY**

The Company makes no guarantees, representations or warranties in the accuracy, correctness and/or or completeness of its Confidential Information or of any other information provided to the Celebrity, and the Celebrity concurs and acknowledges that the Company shall have no liability resulting from the use of the Confidential Information or such other information.

**10. NO OBLIGATION AND COMMITMENT**

The exposure or publication of the Confidential Information does not, and is not intended to, represent a commitment by the Company to enter into any kind of business relationship with the Celebrity or with any other entity or organization. Should the Parties wish to go after any business opportunities, they shall make a separate written agreement to govern such business relationship.

**11. RETURN OF CONFIDENTIAL INFORMATION**

The Celebrity concurs and acknowledges that  upon conclusion of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, files, documents and other written, printed, or tangible materials in the possession of the Celebrity, embodying or pertaining to the Confidential Information.

The Celebrity shall return to the Company all data, files and materials which is in relation to the company, including but not limited to: illustrations, outlines, manuals, reports, correspondence, client records, computer programs, digital media, and every single other materials and all copies thereof relating in any manner to the Company, Company’s joint ventures, Company’s customers or clients, and etc. or in any manner acquired by the Celebrity throughout the course of any work of the Celebrity. The Celebrity further concur that he or she shall not keep and maintain any copies of the aforementioned.

**12. MISCELLANEOUS**

**12.1. Notifications**

All notification, notices or information required to be given under this Agreement shall be deemed to have been properly given when executed and done in writing and duly effective on the date of delivery when given in person or [SPECIFY NUMBER OF DAYS] days if mailed through postage, certified, or first-class mail to the following respective addresses:

[SPECIFY RESPECTIVE ADDRESSES FOR NOTIFICATIONS]

**12.2. Waiver, Amendment or Modification**

No waivers, amendments and/or modifications to this Agreement shall be deemed valid and/or binding unless expressed in writing and agreed upon and signed voluntarily by both Company and Celebrity.

**12.3. Injunctive Relief**

Celebrity hereby accepts and admits (1) the distinctive nature of the protections and stipulations set forth in this Agreement, (2) that Company will suffer irrevocable harm if Celebrity infringes or violates any of said protections or provisions, and (3) that monetary damages will be insufficient to compensate Company for such infringement or violation. Consequently, if Celebrity infringes or violates any of such provisions, then Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to impose and implement such provisions.

**12.5. Continuing Effects**

The Celebrity’s duties and commitments as regards to the trade secrets and confidential information shall remain and maintain in effect beyond the period of the relationship as stipulated herein above, and said duties and commitments shall be binding upon the Celebrity’s spouse, affiliates, assigns, heirs, executors, administrators, or other legal representatives.

**12.6. Severability**

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

**12.9. Entire Agreement**

This Agreement constitutes the entire agreement by and between the Parties and supersedes all prior communications, understandings, guaranties, undertakings, representations, and agreements, either written and/or oral, with respect to all matters covered and contained in this  Agreement.

**13. Settlement of Disputes, Governing Law & Arbitration**

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

IN WITNESS WHEREOF, the Celebrity and the Company have made and executed this Agreement at [SPECIFY CITY], [SPECIFY STATE OR PROVINCE] on the day and year first above written.

**SIGNED for and on behalf of the Company by its duly authorized officer:**

Signature:

Name:

Company:

Address:

Title:

In the presence of (witness):

Signature:

Name:

Date:

**SIGNED by the Celebrity:**

Signature:

Name:

Company:

Address:

Title:

In the presence of (witness):

Signature:

Name:

Date: