

PITCH-ETC™ a division of Talent-Etc™
Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into on _____ [date] (the "Effective Date") between _____ [Your Name or COMPANY Name], with a principal place of business at [address] ("Disclosing Party"), and PITCH-ETC™ a division of Talent-Etc™ with a principal place of business at Darrenwood, Johannesburg ("Receiving Party"). WHEREAS, Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to Receiving Party for the purpose of evaluating a potential business relationship between the parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Confidential Information. Disclosing Party may disclose Confidential Information to Receiving Party. "Confidential Information" means any and all information disclosed by Disclosing Party to Receiving Party, whether in written, oral, electronic or other form, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, ideas, concepts, plans, strategies, inventions, trade secrets, customer information, financial information, technical information, and other information that is proprietary to Disclosing Party.
2. Non-Disclosure Obligations. Receiving Party agrees that it will not disclose any Confidential Information to any third party, except as set forth in Section 3 below. Receiving Party agrees to hold in confidence and protect the Confidential Information using the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care.
3. Permitted Disclosures. Receiving Party may disclose Confidential Information to its employees, agents, or representatives (collectively "Representatives") who have a need to know the Confidential Information for the purposes set forth in this Agreement, provided that such Representatives are under a written obligation of confidentiality no less restrictive than the obligations set forth in this Agreement. Receiving Party may also disclose Confidential Information to the extent required by law or by a court or governmental order, provided that Receiving Party promptly notifies Disclosing Party of such requirement and cooperates with Disclosing Party's efforts to obtain a protective order or other appropriate remedy.
4. Ownership. Receiving Party acknowledges that Disclosing Party is and shall remain the sole owner of all rights, title, and interest in and to the Confidential Information, including all intellectual property rights therein. Receiving Party agrees that it will not contest, directly or indirectly, Disclosing Party's ownership of the Confidential Information or any related intellectual property rights.
5. No License. Nothing contained in this Agreement shall be construed as granting any license or other right to Receiving Party, by implication, estoppel or otherwise, to 6. 7. 8. 9. any Confidential Information or any patent, trademark, copyright or other intellectual property rights of Disclosing Party.
6. Term. This Agreement shall remain in effect for a period of [time period], unless earlier terminated by mutual written agreement of the parties. Notwithstanding the foregoing, Receiving Party's obligations of confidentiality and non-use with respect to Confidential Information shall survive termination of this Agreement for a period of 6 months from the date of termination.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflict of law principles.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, agreements, understandings, and representations, whether oral or written, relating to such subject matter.
9. Follow up procedure. One of the following feedback options will be sent respectively upon pitch evaluation:

a) Concept Development and Compliance

- The submitted concept demonstrates potential; however, further development is required to align with channel guidelines.
- The DISCLOSING PARTY is responsible for refining the concept as per the requested guidelines before seeking further feedback.
- Optional: For a fee of R850, the COMPANY offers refinement services to make the concept pitch-ready.
- Upon completion, the DISCLOSING PARTY may choose to pitch independently or collaborate with the COMPANY as co-producers.

b) Market and Regulatory Considerations

- The concept has been reviewed and is currently not aligned with market guidelines, which may be due to channel/streaming regulations or the existence of similar projects in development.

c) Acceptance into the Pitch Process

- The COMPANY expresses interest in the concept and elects to incorporate it into its pitch process.

DISCLOSING PARTY

RECEIVING PARTY