



Non-Disclosure Agreement

This **AGREEMENT** made on the _____.

1.0 Scope of this Non-Disclosure Agreement

1.1 The parties

This Non-Disclosure Agreement exists between

Michael Kobert and Dona Donato of Atira and Giggle Gorilla Productions, Inc. and George LeBrun of Lightstorm Media known as the “Disclosing Party”

At

P.O. Box 259, Poway, CA 92064, United States.

and

(individual or company representative)

Of

(individual or company’s address)

1.2 Commencement date of the Non-Disclosure Agreement

This Non-Disclosure Agreement commences on the date indicated at the top of this page.

1.3 The purpose of the Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect confidential information and intellectual property developed for and owned by Disclosing Party.

2.0 Confidential Information and Intellectual Property

2.1 Definition of Confidential Information and Intellectual Property

- Information about the affairs and activities of the Disclosing Party.
- Information about the business practices of the Disclosing Party, including but not limited to:
 - business processes,
 - development plans,
 - accounting,
 - strategic alliances.
- Information about clients, client list, and client requirements.
- Databases and software programs developed by or for the Disclosing Party.
- Ideas and development plans for new products and services, including, but not limited to:
 - Television Production ideas / concepts / projects,
 - Motion Picture ideas / concepts / projects
 - Print / Publishing ideas / concepts / projects.
 - Joint Venture Partnership ideas generated by the Disclosing Party.
 - Any other material that describes the ideas, function, operation, outcomes, of any products and services owned and / or currently being developed by the Disclosing Party.
- Information and Intellectual Property (as described above) developed by students/contractors and other professionals at the direction of the Disclosing Party.

2.2 Form of Confidential Information and Intellectual Property

Confidential Information and Intellectual Property may be:

- Oral, written, electronic or other machine readable form;
- Translated from the original, modified, updated, or altered;
- Originated or obtained by the Disclosing Party.

3.0 Responsibilities to

3.1 You agree to the following conditions:

1. You acknowledge that information and intellectual property owned by or developed for any client of the Disclosing Party are the exclusive property of the Disclosing Party.
2. You will not disclose or attempt to disclose any Confidential Information and / or Intellectual Property owned by the Disclosing Party.
3. You will not use or attempt to use any of the Confidential Information and / or Intellectual Property owned by the Disclosing Party for your own benefit or for the benefit of any other person or entity.
4. You will not make or take any copies of any of the Confidential Information and / or Intellectual Property owned by the Disclosing Party.
5. You must ensure the secure custody of the Confidential Information and / or Intellectual Property owned by the Disclosing Party and must take all reasonable precautions to prevent the access, use, or disclosure of this information by third parties.
6. You must destroy or return any Confidential Information and Intellectual Property to the Disclosing Party at the direction of Michael Kobert, Dona Donato and/or George LeBrun or their assigns.
7. You continue to be bound by conditions 1 through to 7 (inclusively) until released in writing by Michael Kobert, Dona Donato and/or George LeBrun or their assigns.
8. You acknowledge that this agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

4.0 EXECUTION

Executed as an Agreement in California, USA

SIGNED for and on behalf of Atira, Giggling Gorilla Productions, Inc. and Lightstorm Media by its duly appointed officer Michael Kobert.	<hr/> <p style="text-align: center;">Michael Kobert Giggling Gorilla Productions, Inc.</p> <hr/>
SIGNED BY	<hr/> <p style="text-align: center;">(individual or company representative - signature)</p> <hr/> <p style="text-align: center;">(Individual or company representative's name – in print)</p> <hr/>