

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THE HOUSE ON THE WASTE GROUND | AUDIOVISUAL PROJECT TEMPLATE

Effective Date	
Provider	Videotravel.Club LLC, registration no. 405207011
Recipient	

This Confidentiality and Non-Disclosure Agreement (the **"Agreement"**) is entered into as of the Effective Date by and between **Videotravel.Club LLC**, registration no. 405207011, of D. Tavadebuli Street 10A, Apartment 5A, Tbilisi, Georgia, the owner and producer of the audiovisual project *The House on the Waste Ground* (the **"Provider"**), and the person or entity identified in the signature block below (the **"Recipient"**). Provider and Recipient are each a **"Party"** and together the **"Parties"**.

1. Purpose

The Parties wish to evaluate or discuss a possible financing, investment, production, co-production, commissioning, distribution, sales, festival, casting, agency, technical, advisory, licensing, employment, or other business relationship relating to *The House on the Waste Ground* (the **"Purpose"**). Recipient may use Confidential Information solely for the Purpose.

2. Confidential Information

"Confidential Information" means non-public information disclosed or made available by or on behalf of Provider, before or after the Effective Date and in any form, including scripts, treatments, episode outlines, story architecture, endings, characters, dialogue, pitch materials, budgets, schedules, financing plans, rights information, chain-of-title materials, casting concepts, lookbooks, visual references, director's materials, production methods, locations, research, music and sound concepts, artwork, designs, footage, edits, technical files, access credentials, partner and counterparty identities, commercial terms, and the existence or substance of discussions. It also includes notes, analyses, summaries, extracts, models, and other materials prepared by Recipient that contain, reflect, or derive from Confidential Information.

3. Exclusions

Confidential Information does not include information Recipient can demonstrate through contemporaneous written records: (a) was lawfully known without confidentiality obligation before disclosure; (b) becomes public through no breach of this Agreement; (c) is lawfully received from a third party without confidentiality obligation; or (d) is independently developed without use of or reference to Confidential Information. A combination is not excluded merely because individual elements are public.

4. Recipient Obligations

Recipient shall keep Confidential Information strictly confidential; use it only for the Purpose; protect it with at least reasonable care; disclose it only to directors, officers, employees, professional advisers, financing sources, agents, and contractors who need to know for the Purpose and are bound by obligations no less protective than this Agreement (**"Representatives"**); and remain responsible for breaches by Representatives. Without Provider's prior written consent, Recipient shall not publish, circulate, sell, license, exploit, adapt, translate, copy except as reasonably necessary for the Purpose, scrape, train a model on, or use Confidential Information to create or assist a competing or substantially similar work or project.

5. Data-Room and Credential Security

Any password, access link, token, watermark, or credential supplied by Provider is personal to the authorised Recipient and may not be shared, transferred, published, or reused. Recipient shall promptly notify Provider of suspected compromise, unauthorised access, or disclosure. Provider may watermark, log, limit, suspend, expire, or revoke access and require additional identity checks. Revocation does not end Recipient's obligations.

6. Required Disclosure

If Recipient or a Representative is legally required to disclose Confidential Information, Recipient shall, to the extent permitted, promptly notify Provider, disclose only the minimum legally required portion, and reasonably cooperate, at Provider's expense, in seeking confidential treatment or protective relief.

7. Return or Destruction

Upon written request or termination of discussions, Recipient shall stop using and return or securely destroy all Confidential Information, except one archival copy retained solely for law or bona fide automated backup procedures. Any retained copy remains protected. Recipient shall confirm completion in writing upon request.

8. Ownership; No Licence; No Obligation

All Confidential Information and intellectual property remain the property of Provider or the applicable rights holder. Disclosure grants no licence, assignment, option, transfer, partnership, agency, fiduciary relationship, exclusivity, or other right except the limited right to evaluate for the Purpose. Neither Party is obligated to proceed; any transaction requires a separate definitive written agreement.

9. No Representation or Warranty

Confidential Information is provided for evaluation on an "**as is**" basis. Except in a later definitive agreement, Provider makes no representation or warranty as to completeness, accuracy, financing, production, release, commercial outcome, or non-infringement and has no liability arising solely from Recipient's evaluation. Nothing in this Agreement is legal, tax, investment, or financial advice.

10. Term and Survival

This Agreement begins on the Effective Date and remains in effect for three (3) years. Confidentiality and restricted-use obligations continue for three (3) years after each disclosure; trade secrets remain protected while they retain trade-secret status. Ownership, remedies, governing law, assignment, and accrued rights survive expiration or termination.

11. Remedies

Recipient acknowledges that unauthorised use or disclosure may cause harm not adequately remedied by damages alone. Provider may seek injunctive or other equitable relief in addition to other remedies available under applicable law.

12. Governing Law and Jurisdiction

This Agreement is governed by the laws of Georgia, without regard to conflict-of-laws rules. The courts of Tbilisi, Georgia have exclusive jurisdiction over disputes arising out of or relating to this Agreement, and each Party submits to that jurisdiction.

13. Assignment

Recipient may not assign or transfer this Agreement without Provider's prior written consent. Provider may assign this Agreement together with the relevant project rights and obligations to an affiliate, successor, financier, production vehicle, co-producer, distributor, or acquirer by written notice.

14. Notices

Notices shall be in writing and delivered by email to the addresses in the signature block, with delivery effective when no automated failure notice is received, or by internationally recognised courier. Each Party shall notify the other of contact changes.

15. General

This Agreement is the entire agreement concerning its subject matter and supersedes prior confidentiality understandings relating to the Purpose. Amendments and waivers must be written and signed. Failure to enforce is not a waiver. If a provision is unenforceable, it shall be modified minimally and the remainder continues. This Agreement may be executed in counterparts and by electronic signature.

SCHEDULE A - AUTHORISED MATERIALS

Complete this schedule for each Recipient. Access is limited to the materials identified below and does not extend to other project documents, accounts, or systems.

Material	Authorised version/date	Access expiry
Extended Treatment		
Cast Lookbook		
Director's Treatment		
Creator's Manifesto		
Scripts / Episode Materials		
Budget / Finance Materials		
Technical or Production Access		
Other: _____		

Special access conditions (if any):

SIGNATURES

PROVIDER	RECIPIENT
Videotravel.Club LLC Registration no. 405207011 D. Tavidadbuli Street 10A, Apartment 5A Tbilisi, Georgia Email: hwg@houseonwaste.art	Legal name: _____ Entity / registration no.: _____ Title: _____ Email / address: _____
Representative: Giorgi Davitashvili	Representative: _____
Signature: _____ Date: _____	Signature: _____ Date: _____