

NAME \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_\_, by and between Cakehouse Media (“**Company**”) and \_\_\_\_\_ (“**Participant**”).

WHEREAS, in connection with the show produced by Company currently titled, “*Cooks vs. Cons*” (the “**Program**”), Participant may receive and/or develop Confidential Information (as defined below) for the purpose of evaluating the suitability of entering into a business relationship or featuring Participant in the Program or in furtherance or as part of the services rendered by Participant in connection with the Program or for other reasons, and Company and Participant wish to safeguard such Confidential Information against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the disclosures made hereunder, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Participant hereby agrees as follows:

1. “**Confidential Information**” means all information, both technical and non-technical, disclosed by or on behalf of Company and/or any of its parents, affiliates, subsidiaries, licensees, successors, assigns or any other third party (hereinafter, its “**Representatives**”) to Participant or that was learned or developed by Participant, whether before or after the date of this Agreement and regardless of the manner, that relates to or is used in the business or operations of Company or any of the Representatives and that is in any way sensitive to Company or any of its Representatives, including but not limited to, all information that relates to or is used in the Program (including, but not limited to all formatting, theme music, design, samples, technical and economic information, commercialization, trade secrets, show outcomes and know-how), together with all notes, documents or records prepared by Participant to the extent that such notes, documents or records contain, otherwise reflect, or are generated from such information.
2. “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of the breach of the terms of this Agreement by Participant, (ii) is or has been independently developed by Participant without violating any of its obligations under this Agreement and not as part or as a result of Participant’s services for Company, (iii) was within Participant’s possession prior to Participant’s services for Company or (iv) is received from a source other than Company and/or any of its Representatives; provided that, in the case of (iii) and (iv) above, the source of such information was not known by Participant to be bound by a confidentiality obligation to Company or any other party with respect to such information.
3. Participant agrees to maintain in confidence and not to disclose any Confidential Information. Participant agrees to not make, use, sell, offer for sale, or have made, any product or service based upon the Confidential Information.
4. Participant agrees not to make any copies in whole or in part of Confidential Information or of tangible materials included therein, which are not available to the open market or from other sources, for any purposes, and will, upon request by the disclosing party, return all tangible materials furnished hereunder and any notes or memoranda of conversations relating thereto, including any copies thereof.
5. This Agreement may not be changed or modified in whole or in part, except by an

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instrument in writing signed by Participant and a duly authorized officer of Company.

6. Participant agrees that money damages would not be a sufficient remedy for any breach of the terms of this Agreement by Participant, and that in addition to all other remedies at law or in equity to which Company may be entitled, Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. No failure or delay by Company in exercising any right under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other exercise of any right hereunder.

7. This Agreement shall be governed by the laws of the State of New York (without regard to its rules with respect to conflicts of law). In the event of any dispute arising out of or relating to this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts sitting in New York County for the purposes of resolving said dispute.

8. If it is found in a final judgment by a court of competent jurisdiction that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

9. Notwithstanding any contrary provision of this Agreement, the confidentiality obligations herein shall not apply to an otherwise prohibited use or disclosure of Confidential Information by Participant if such use or disclosure is required by operation of law (including court or government order or subpoena).

10. Participant shall not assign in whole or in part its rights or obligations under this Agreement without the express written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of each party's successors and permitted assigns.

**Participant:** \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Company: Cakehouse Media**

By: \_\_\_\_\_

Chief Executive Officer