

STORY STUDIO AI

CONFIDENTIALITY, NON-DISCLOSURE, NON-USE & PROJECT PROTECTION AGREEMENT

LEGAL REVIEW: This is a strong business NDA template, but enforceability varies by jurisdiction. For major studio, financing, IP, employment, or cross-border matters, have qualified counsel confirm the legal entity, governing law, venue, remedies, and any local limits on restrictive covenants.

This Agreement is entered into as of the Effective Date by and between **Story Studio AI** (or the legal entity entered below) ("Story Studio") and the person or entity entered below ("Recipient").

1. Purpose

Recipient may receive access to confidential information solely to evaluate, discuss, develop, finance, produce, provide services for, or otherwise explore a potential relationship or project with Story Studio (the "Purpose"). Recipient shall use Confidential Information only for the Purpose and for no competing, personal, commercial, training, promotional, or other purpose without Story Studio's prior written consent.

2. Confidential Information

"Confidential Information" means all non-public information disclosed or made available by or for Story Studio, before or after the Effective Date, in any form, including scripts, treatments, pitch decks, concepts, story worlds, characters, dialogue, artwork, images, footage, edits, prompts, workflows, production methods, budgets, schedules, business plans, investor materials, partner discussions, vendor terms, pricing, technical architecture, software, source materials, datasets, AI workflows, model settings, production tests, contact lists, casting, crew, locations, virtual environments, proofs of concept, unreleased projects, trade secrets, and the existence or substance of discussions between the Parties. It also includes notes, analyses, copies, extracts, summaries, derivatives, or materials containing or reflecting such information.

3. Exclusions

Confidential Information does not include information Recipient can prove by contemporaneous written records: (a) was lawfully known without restriction before disclosure; (b) becomes public through no breach of this Agreement; (c) is lawfully received from a third party without a duty of confidentiality; 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. Strict Non-Disclosure

Recipient shall protect Confidential Information with at least the same degree of care used for Recipient's most sensitive confidential information, and never less than reasonable care. Disclosure is permitted only to persons with a strict need to know for the Purpose who are bound by confidentiality and non-use duties at least as protective as this Agreement. Recipient remains responsible for breaches by persons to whom Recipient provides access.

5. No Unauthorized AI Use, Upload, Training or Replication

Without Story Studio's prior written consent, Recipient shall not upload, submit, expose, transmit, scrape, ingest, index, embed, fine-tune on, train on, benchmark with, or otherwise provide Confidential Information to any generative-AI system, model provider, public chatbot, image/video generator, code assistant, dataset, repository, or automated service where it may be retained, learned from, reused, disclosed, or made available to third parties. Recipient shall not use Confidential Information to recreate, imitate, reverse engineer, clone, or build a competing workflow, product, project, story, visual concept, or production system.

6. No Circumvention / Project Protection

Recipient shall not knowingly use Story Studio's Confidential Information to bypass Story Studio in connection with a specific opportunity, project, partner, investor, studio, production company, director, writer, cast member, vendor, AI provider, stage, financier, or other business relationship first introduced by Story Studio in connection with the Purpose. This does not prohibit relationships Recipient can document as pre-existing and independently established before Story Studio's introduction, and applies only to the extent permitted by law.

7. Ownership; No License; No Transfer of IP

All Confidential Information remains the property of Story Studio or its applicable owner. No disclosure grants Recipient any license, assignment, ownership interest, option, sequel/remake right, adaptation right, copyright, trademark right, patent right, publicity right, or other intellectual-property right, whether by implication, estoppel, or otherwise.

8. Recipient Materials and Definitive Agreements

Recipient retains ownership of Recipient's pre-existing intellectual property. Nothing transfers ownership of unsolicited ideas merely because they are discussed. Any production, development, services, investment, licensing, co-production, or IP arrangement must be documented separately in a definitive written agreement.

9. Security and Incident Notice

Recipient shall use commercially reasonable safeguards to prevent unauthorized access, copying, loss, or disclosure and shall promptly notify Story Studio after discovering any suspected leak, unauthorized disclosure, compromised account, or unauthorized AI upload, and reasonably cooperate to contain and remediate the incident.

10. Compelled Disclosure

If legally compelled to disclose Confidential Information, Recipient shall, to the extent legally permitted, give Story Studio prompt written notice and reasonable assistance so Story Studio may seek protective treatment. Recipient shall disclose only the minimum portion legally required.

11. Return / Destruction

Upon Story Studio's written request or the end of discussions, Recipient shall promptly stop using Confidential Information and return or permanently destroy copies within Recipient's possession or control, except for one archival copy retained solely if required by law or automatic backup systems that cannot reasonably be altered, provided it remains protected and unused.

12. Term and Survival

This Agreement begins on the Effective Date. Confidentiality and non-use duties survive for **five (5) years** after the last disclosure; trade-secret obligations survive for so long as the information remains a trade secret under applicable law. Provisions intended by their nature to survive shall survive termination.

13. Remedies

Recipient acknowledges unauthorized use or disclosure may cause harm difficult to quantify. Subject to applicable law, Story Studio may seek injunctive or equitable relief in addition to other remedies available at law or in equity. Nothing guarantees that a court will award any particular remedy.

14. No Obligation; No Warranty

Neither Party is obligated to proceed with any transaction, production, investment, employment, partnership, or other relationship. Confidential Information is provided for evaluation purposes without representation or warranty as to completeness or accuracy, except as stated in a later definitive agreement.

15. Publicity

Recipient shall not issue press releases, social-media posts, case studies, portfolio references, behind-the-scenes materials, announcements, photographs, videos, or other publicity identifying Story Studio, its projects, personnel, partners, discussions, or the relationship without prior written consent.

16. Governing Law and Venue

This Agreement shall be governed by the law entered on the signature page, without regard to conflict-of-law principles. The courts entered on the signature page shall have jurisdiction and venue, except either Party may seek urgent interim or injunctive relief in any court of competent jurisdiction where permitted by law.

17. General

This Agreement is the entire agreement regarding confidentiality and non-use for the Purpose and supersedes prior discussions on those subjects. Amendments or waivers must be in writing and signed. Failure to enforce is not a waiver. If a provision is unenforceable, it shall be enforced to the maximum lawful extent and the remainder stays effective. Electronic signatures and counterparts are permitted to the extent allowed by law.

ONLINE FILL-IN & SIGNATURE PAGE

Click into the fields, type the information, then save the completed PDF. Signature boxes are provided below.

Effective Date

Project / Matter

Story Studio legal entity

Story Studio address

Recipient legal name

Recipient address

Governing law / jurisdiction

Court / venue

Additional protected contacts / companies (optional)

Special restrictions / permitted disclosures (optional)

STORY STUDIO AI	RECIPIENT
Name / Title	Name / Title
Signature	Signature
Date	Date

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