

Non-Disclosure and Confidentiality Agreement / Work for Hire

This Agreement, entered into the day signed below, regarding a project currently titled The Phone Room an animation related project owned by Eagle Entertainment Group and partners.

The Phone Room (hereinafter called ("Owner/Discloser"). Whereas Discloser is providing confidential information or persons pertaining to concepts, productions, financiers, entertainment, events, motion picture(s), screenplay(s) TV shows, Music related projects, Animations, Internet web sites, hand held products and referrals in which you or your company may work with us or in anyway profit from and or current or new products as a possible interest by the parties mentioned or yet to be mentioned. It is therefore necessary and desirable that the disclosee keeps all information mailed, E mailed, faxed or in telephone conversation, direct conversation to him/her confidential.

Disclosee(s) understands that the subject matter of these contacts, business plans, production, or information involving these projects are unique and very vulnerable to copying or circumventing. Discloser agrees to make any confidential information available to Disclosee on the following terms:

1. Disclosee agrees not to use this confidential information except for purposes specified in this agreement or an adjoining agreement with Discloser and to take reasonable steps to prevent disclosures to third parties. Unless otherwise agreed upon in writing.
2. No copies shall be retained of any written or oral information or material furnished to (Disclosee) without the prior written consent of the owner.
3. If for any reason there is not a solid interested in parties Disclosee may refer to orally or in Writing, Disclosee will return all written information promptly. Along with a list of contacts that may have been made aware of the project(s).
4. Any use of story titles, concepts or products, beyond the scope of this agreement shall be an unauthorized use and constitute a violation of proprietary and copyright laws, and shall be enjoined in a court of equity upon application, in addition to recovery of damages and attorney's fees by Owner/Discloser.
5. Disclosee agrees not to disrupt or disclose negotiations with anyone, directly or indirectly of the aforementioned projects or project or technology yet to be disclosed and not compete directly or indirectly without written permission of Discloser or his associates.
6. Any notices to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, certified or registered, postage prepaid, with return receipt requested.
7. Should a mutual agreement to participate in this project not develop, upon request of Discloser, Disclosee, at their expense, shall promptly return all materials containing such information, including all extracts and copies thereof to Discloser.
8. Disclosee agrees to keep all matters, deals, contacts, etc., confidential and will not circumvent any negotiation or contacts generated through The Phone Room, or its associates.
9. All related work or artwork with/for The Phone Room, and associates or business mentioned is considered "work for hire", unless agreed upon in writing by The Phone Room and you or your company.
10. Non-Compete. Disclosee shall not, directly or indirectly compete with disclosed nor carry on any business that is similar to the above disclosed, unless you or your company have provable plans prior to the time of this agreement, that would be considered the same.
11. This agreement shall be for a period of five years after the date of this NDA or for five years from made to you in the future with concepts or introductions regarding the aforementioned.

Execution of this Agreement, confirms a request to view information, but does not employ the Disclosee, in witness where of, the parties hereto have set their hands and seals on the day and year first above written.

Disclosee(s) X a. _____ Date _____
Print name(s) a. _____ (Print name and contact info clearly)
Company name, (please print) _____
Phone number _____ E Mail _____
Address _____, City _____, State _____ Zip _____
Web address HTTP:// _____
Witness for Disclosee _____ / _____ Date _____
(Print name)

Discloser -Fred M Davis -EEG / The Phone Room