The undersigned, hereinafter referred to as **Reviewer**, requests that it be given access to certain Confidential Information that constitutes the proprietary property and knowledge of **Company Name**, hereinafter referred to as **Author**, solely for the limited purpose of evaluating and engaging in story consulting and creative writing, hereinafter referred to as Work and in order to induce Author to disclose such Confidential Information, agrees that it will be bound by the following terms and conditions:

**1. Confidential Information**

The term “Confidential Information” means all information and data relating to Author, and Requesting Party that is disclosed to the undersigned by Author (either orally or in a tangible form), including but not limited to inventions, discoveries, processes and know-how; computer software codes, designs, routines, algorithms, and structures; product information; research and development information; information relating to actual and potential customers; financial data and information; business plans; marketing materials and strategies; and any other information regarding the foregoing that Author discloses to the undersigned hereunder. Failure to include a confidentiality notice on any materials disclosed to the undersigned shall not give rise to an inference that the information disclosed is not confidential.

Confidential Information shall not include information that the undersigned can establish (i) is generally known to the public (other than as a result of a breach of this Agreement); (ii) is independently developed by the undersigned; (iii) was lawfully obtained from a third party; or (iv) is later published or generally disclosed to the public by Author.

**2. Protection and Use of Confidential Information and Data**

**Limited Use.** The undersigned agrees to use the Confidential Information only for the limited time specified herein and solely for the purpose of evaluating Author’s manuscript. The undersigned shall have no right to use the Confidential Information for production or commercial purposes without obtaining a license therefore from Author.

**Protection.** The undersigned hereby agrees to take all steps reasonably necessary to maintain and protect the Confidential Information in the strictest confidence for the benefit of Author and will not, at any time without the express written permission of Author, disclose the Confidential Information directly or indirectly to any third person, excepting employees of the undersigned who have expressly agreed in writing to be bound by the terms of this Agreement.

**Term of Obligation.** The undersigned’s obligations with respect to the Confidential Information shall continue for the shorter of three years from the date of its receipt of the confidential Information, or until such information is subject to one of the exclusions set forth above.

**3. Return of Confidential Information and Data**

The undersigned acknowledges that its limited right to evaluate the Confidential Information shall expire sixty days from the date of this agreement and agrees that all Confidential Information in a tangible form, including all copies thereof, will be returned to Author at the that time, or at such earlier time as Author may request. At such time, the undersigned also agrees to completely erase and destroy all copies of all portions of any software, comprising the Confidential Information, in its possession or under its responsibility, which may have been loaded onto the undersigned’s computers. Including, but not limited to electronic mail.

**4. Disclaimers**

This Agreement does not require Author to disclose any Confidential Information. All Confidential Information disclosed by Author is disclosed on an “As Is” basis. Author will not be liable for any damages arising out of the use of the Confidential Information, and the use of such Information is at the undersigned’s own risk. Neither this Agreement nor the disclosure of any Confidential Information grants the undersigned any license under any patents, copyrights, or trade secrets.

**5. Governing Law**

This Agreement shall be governed by and constructed in accordance with the laws of the State of New Hampshirecovering agreements made and to be performed in that state.

**Requesting Party “Reviewer”**

Date: XX/XX/XX

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type or Print Name: FULL NAME

Email: EMAIL ADDRESS

Address: MAILING ADDRESS

City/State/zip: MAILING ADDRESS