

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement, made as of _____, (Date) is between Periscope, Inc. (“Periscope”) and its Affiliates, and _____ (“Receiving Party”).

PURPOSE:

Periscope is in the business of creating advertising and related media services that are often of a confidential and sensitive nature (the “Project(s)”). Periscope is allowing Receiving Party to participate in the development of, or otherwise participate in, or be present during, Projects. Receiving Party acknowledges and agrees that there is considerable Confidential Information associated with the Projects that must remain confidential, and in exchange for the opportunity to participate in the Projects, Receiving Party agrees to the following terms:

AGREEMENT:

1. CONFIDENTIAL INFORMATION. “Confidential Information” means all information of any kind disclosed, intentionally or unintentionally, by Periscope, its agents, affiliates, clients or potential clients (“Disclosing Party”) to Receiving Party or its agents prior to the date of this Agreement or during the Term of this Agreement or otherwise encountered or captured by Receiving Party or its agents in connection with the Projects. Confidential Information may be written, oral, expressed in electronic media, captured during shoots or otherwise disclosed, and may be tangible or intangible. Confidential Information includes, but is not limited to, ideas, concepts, business plans, forecasts, financial packages, documents, project plans, spreadsheets, drawings, databases, e-mail messages, models, apparatus, sketches, designs and lists, elements of creative development, shoot specifics, locations, talent, creative details or any other electronic or printed form of information learned or encountered in connection herewith.

2. SOCIAL MEDIA/PUBLIC DISCLOSURE. Receiving Party acknowledges and agrees that the prohibitions herein against use of Confidential Information specifically prohibit disclosure of Confidential Information on social media or in any other media or format now or hereafter known, including without limitation the posting of images displaying any aspects of a shoot or other elements of the creative development process, postings that allude to any aspects of a shoot or other elements of the creative development process, videos or photos indicating Receiving Party’s whereabouts or location, geolocation disclosures, or any other disclosure that would potentially provide third parties with access to any element of the Confidential Information or any information that alludes to the Confidential Information.

3. EXCEPTIONS. Information or materials disclosed under this Agreement shall not constitute Confidential Information if the information or materials: (a) are in or enter the public domain through no fault of Receiving Party; (b) are received by Receiving Party properly and lawfully from a



third party without restriction on disclosure and without knowledge or reasonable suspicion that the third party's disclosure is in breach of any obligations; (c) are approved for public release by written authorization of Periscope; or (d) are in the possession of the Receiving Party prior to receipt hereunder.

4. **NO SELFIES/PERSONAL PHOTOS/RECORDINGS.** Receiving Party acknowledges and agrees that the success of the Projects relies on complete confidentiality, and therefore agrees not to record or capture any Project-related images, videos, sketches, recordings, audio or other materials in any tangible medium of expression without Periscope's prior written permission.

5. **CONFIDENTIALITY AND LIMITED USE OBLIGATIONS:** With regard to Confidential Information received or encountered, Receiving Party agrees: (a) that it will maintain and preserve the confidentiality of such Confidential Information, including, without limitation, taking such steps to preserve the confidentiality of the Confidential Information as it takes to preserve the confidentiality of its own similar confidential information, but in no case less than reasonable precautions for the type of information disclosed; (b) that Receiving Party will disclose Confidential Information to its own employees and agents only on a "need-to-know" basis, and only to such employees and agents who have agreed to maintain the confidentiality thereof; (c) that Receiving Party will not disclose Confidential Information to any third party without the express written consent of Periscope; and (d) that Receiving Party will use such Confidential Information solely in its consideration of whether to enter into a business arrangement with Periscope and/or in the performance of services, if any, requested by Periscope, and that it will not otherwise use Confidential Information for its own benefit or the benefit of any third party, or for any other purpose. Receiving Party agrees that it is responsible for any breach of this Agreement by its employees or agents. Receiving Party will immediately notify Periscope if it is aware of any unauthorized disclosure of any Confidential Information by Receiving Party, its employees or agents, or any other entity.

6. **CONFIDENTIALITY OF THIS AGREEMENT.** Receiving Party shall maintain the confidentiality of the existence and terms of this Agreement. Such information shall also be treated as Confidential Information under this Agreement.

7. **REQUIRED LEGAL DISCLOSURE.** Notwithstanding the terms above, Receiving Party may disclose Confidential Information or the existence of this Agreement if required by court order; provided however that Receiving Party will, unless prohibited by law, notify Periscope promptly after becoming aware of its obligation to make such disclosure. Receiving Party will reasonably cooperate with Periscope if Periscope seeks to challenge, or limit, such required disclosure. If Periscope is unsuccessful in opposing such required disclosure, Receiving Party agrees it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

8. **TERM.** This Agreement shall be effective as of the date executed by the Receiving Party, and shall remain in effect until the first to occur of: (a) written notice by Periscope to Receiving Party that Periscope is releasing Receiving Party from its obligations under this Agreement; or (b) the completion of Receiving Party's performance of services, if any, for Periscope. The following Paragraphs shall survive termination of this Agreement: 2, 4, 5, 6, 7, 9, 10 and 11.



9. **RETURN OF INFORMATION.** Upon the written request of Periscope, Receiving Party will return to Periscope all tangible expressions (including **all** copies) of the Confidential Information.

10. **NO LICENSE GRANTED.** Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein.

11. **NO REPRESENTATIONS OR FURTHER OBLIGATIONS.** Receiving Party agrees that Periscope makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information disclosed under this Agreement and further agrees that this Agreement does not create a partnership, agency, joint venture or similar arrangement between the parties, nor does this Agreement obligate the parties to enter into any further agreements or to proceed with any contemplated transaction.

12. **MISCELLANEOUS.**

a. Receiving Party agrees that money damages would be inadequate compensation for breach of this Agreement. Accordingly, in addition to all other available remedies, Receiving Party hereby consents in advance to the entry by a court of competent jurisdiction of equitable relief (including an injunction that enjoins the Receiving Party from disclosing or using Confidential Information) to enforce the terms hereof.

b. The substantive laws of the State of Minnesota will govern this Agreement, and both parties agree that the federal and State courts located in Minnesota are the exclusive appropriate venue for any action regarding this Agreement and hereby consent to the jurisdiction of such courts.

c. A waiver by Periscope of a default or breach of any provision of this Agreement will not be a waiver of any subsequent default or breach of the same or a different provision by such party.

d. If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If a provision cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of the remaining provisions, which will be interpreted in such a manner as to carry out the intention of the parties.

e. This Agreement sets forth the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and negotiations between the parties. All amendments or exceptions to this Agreement must be in writing signed by both parties.

[Signature Page follows]



[Signature Page for Periscope Confidentiality and Non-Disclosure Agreement]

Agreed and acknowledged:

RECEIVING PARTY

By: _____

Print Name: _____

Title: _____

