**NON-DISCLOSURE AGREEMENT**

This Non-disclosure Agreement (the “Agreement”) is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in their individual capacity as a Fellow **(“Fellow”)** and **PASIFIKA ENTERTAINMENT ADVANCEMENT KOMITI [PEAK]** (individually, a “Party” and collectively, the “Parties”). In consideration of their participation in the PEAK Producer and Executive Fellowship Program (“Fellowship”) and the mutual covenants and conditions contained herein, to induce PEAK to provide certain information to the Fellow and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** This Agreement is intended to protect and encourage the open communication of important experiences within the entertainment industry for the benefit of participants in the Fellowship, i.e. Fellow. As a part of the Fellowship, PEAK has secured the involvement of high-level executives, agents, and talent (“Entertainment Professionals”), who may, in several different settings, share personal stories that are meant to educate and inform. The participation of the Entertainment Professionals is understood to be a critical aspect of the Fellowship and their involvement is conditioned on the non-disclosure of any relayed personal experiences. Therefore, the details of stories, anecdotes, and experiences shared with the Fellow, in whatever form or forum related to the Fellowship, are the subject of this Agreement.

1. **Confidential Information**. “Confidential Information” shall collectively refer to all information or material disclosed or provided by PEAK via the Entertainment Professionals to Fellow, either orally or in writing, that relate to personal stories, anecdotes, and experiences within the entertainment industry. Confidential Information does not, however include information in any one of the following categories:

(a) at the time of disclosure it is in the public domain;

(b) after disclosure it becomes part of the public domain through no fault of Fellow;

(c) general information regarding what Fellow has learned in the program.

1. **Duration and Consequences of Disclosure.** As disclosure may be injurious to the Entertainment Professionals or other parties, Fellow is to maintain the Confidential Information in strict confidence indefinitely or, if otherwise required by law to establish a finite period, no sooner than ten (10) years from the date Fellow is in receipt of the Confidential Information or the maximum length of time allowed by law, whichever is greater. Violation of this term will subject Fellow to possible legal action by PEAK, the Entertainment Professional, or any affected party. If a violation occurs during the Fellowship, Fellow will be dismissed from the Fellowship.
2. **General.** This Agreement constitutes the entire Agreement of the Parties. Amendment of this Agreement shall only be effective if executed in writing by authorized officials of each party hereto. Terms of this Agreement shall be interpreted and construed in accordance with the laws of the State of California.
3. **Severability**. Nothing contained in the Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in the event of any such conflict, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

Pasifika Entertainment Advancement Komiti (PEAK) Fellow

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kristian Fanene, Executive Director Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_