



## NON-DISCLOSURE/NON-COMPETE AGREEMENT

This agreement is made as of the \_\_\_\_\_ by and between:  
Metal Rat Media LLC, business address 8703 NE 140<sup>th</sup> St., Kirkland, WA 98034 and  
\_\_\_\_\_ residing at \_\_\_\_\_.  
(hereinafter the "Associate").

This Agreement shall govern the conditions of disclosure by Metal Rat Media LLC to the Associate of certain "Confidential Information" including but not limited to Story, Screenplay, Graphics, Marketing Plans, Demos, and intellectual property relating to the copyrighted project tentatively named " \_\_\_\_\_ " designed by \_\_\_\_\_.

With regard to the Confidential Information, the Associate hereby agrees:

1. Not to use the information therein except for evaluating its quality.
2. To safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the information to others, without the express written permission of Metal Rat Media LLC except that:
  - a. which the Associate can demonstrate by written records was previously known;
  - b. which are now, or become in the future, public knowledge other than through acts or omissions of the Associate;
  - c. which are lawfully obtained by the Associate from sources independent of Metal Rat Media LLC,
4. That the Associate shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the information, except as may be expressly agreed to in writing by Metal Rat Media LLC.
5. That the secrecy obligations of the Associate with respect to the information shall continue for a period ending 5 years from the date hereof.

Metal Rat Media LLC, will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written.

ASSOCIATE:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PRODUCER:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_