



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Please print

COMPANY (if applicable) _____

Name _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Country _____ Phone No. _____

NBCUniversal Media, LLC, Universal City Studios LLC and their subsidiary, parent, affiliated, related, successor and/or licensed entities (but excluding any parent entity of NBCUniversal, LLC), including without limitation all entities that (a) have any ownership interest in, (b) provide development and/or management services to, (c) license intellectual property content for, (d) provide any active guidance or consultation to, or (e) otherwise have any interest in any of Universal Studios Hollywood, Universal CityWalk Hollywood, Universal Orlando, Universal Studios Florida, Universal's Islands of Adventure, Universal CityWalk Orlando, Universal's Volcano Bay, Universal Studios Japan, Universal Studios Singapore, Universal Beijing, Universal Beijing Resort and/or any other resort, theme park, or themed retail/entertainment destination operating under the "Universal Studios" name (all of the above referenced entities herein are collectively referred to as "we", "us" or "our"), are considering contracting with you and/or the company identified above (herein, together with its subsidiary, parent, affiliated, related, successor and/or licensed entities, referred to as "you") to render materials and/or services, or for other reasons, and in connection therewith will be disclosing information of the nature described below to you, in connection with a recreation development, hotel or any other theme park or other project being developed by us (herein collectively referred to as the "Project", which term shall also include any of the individual components of a Project).

We will be making available to you, or you will have access to, both verbally and in writing, various documents, descriptions and concepts intended to be incorporated into the Project. These documents, descriptions and concepts may include the basic nature of the Project, concept plans of the Project, show and set elements, animation elements, operational concepts, special effects elements, various financial records, which may include budgets, statements, projections, operational records and other documents necessary to evaluate our business, market research or schedule information and/or other matters.

All of the foregoing information, as well as other information we will be disclosing to you about the Project, is confidential and proprietary in nature. Such information has been gathered and developed by us at considerable cost and should not be made available to persons other than those specifically designated by us. In fact, such information could be of considerable value to our competitors, who could either utilize the information for their own projects or choose new elements to effectively compete against our Project. Further, even the mere fact that we are developing a Project or an element of a Project of the nature and general content that will be disclosed to you would be of potential value to our competitors who might make their own business decisions with a view toward competing against the Project.

We therefore request, and you agree, that all information disclosed to or learned by you and, if applicable, all members of your staff, your subcontractors and your subcontractors' staff, relating to the Project, both detailed information and even the basic nature of the Project (where such is not publicly known), be kept strictly confidential. Except solely to the extent necessary to provide a proposal or other information to us, you agree to make no use, nor authorize any use, of such information for any purpose whatsoever, whether for your own benefit or the benefit of others. You will not discuss (verbally or in writing) the Project, or any such information, with any third party whatsoever, including any branch of the media, nor will you release or make available to any such third party, including any branch of the media, any written, electronic, audio/visual, photographic, artistic or other material containing any such information or any other information about the Project. You also agree to take appropriate measures, if applicable, with all members of your staff, your subcontractors, and your subcontractors' staff who will be exposed or have access to such information to ensure that they are bound by this or a like agreement of non-disclosure (additional copies of this agreement will be made available upon request), and furnish proof to us, upon request, that those measures have been taken. All proprietary and intellectual property rights in and to the information we will be disclosing to you and any Derivatives (as defined below) shall remain our sole property, and nothing in this agreement shall be construed in any way to grant to you, your subcontractors or any of your or your subcontractors agents or representatives any express or implied option, license or other right, title or interest in or to that information, or to any intellectual property rights embodied in that information. "Derivatives" means (a) any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (b) any improvement on such information or on any material referred to in subsection (a) of this definition; and (c) any new material derived from the information we will be disclosing to you, including new material which may be protected by copyright, patent and/or trade secret. You further agree that you will not undertake, or allow others on your behalf, to reverse engineer, decompile or disassemble any equipment, media, software or other information disclosed to you pursuant to this agreement.

Any use or disclosure of information disclosed under this agreement without our prior written consent shall entitle us to injunctive relief restraining such unauthorized use or disclosure, together with damages, costs and reasonable attorneys' fees. Any modifications, adaptations, utilizations, designs or inventions based upon or arising from the information disclosed under this agreement which are made by you or, if applicable, your employees or subcontractors, either solely or jointly with our employees, shall be and remain our sole property. You agree and acknowledge that we make no express or implied representation or warranty as to the accuracy or completeness of the information disclosed under this agreement, and we expressly disclaim any and all liability that may be based on that information or any associated errors or omissions. You agree to return to us originals of all materials supplied to you by us or by others at our direction, and all copies of any such materials that you make, whether with or without our written permission. This agreement shall be construed in accordance with the laws of the State of Florida, excluding any laws regarding the conflict or choice of laws, and jurisdiction and venue for any disputes arising hereunder shall be in any court empowered to enforce this agreement in Orange County, Florida. Your signature below will indicate your acceptance of the above, based upon which we will proceed to make such disclosure to you.

Signed: _____ Date: _____

Title: _____