

SOCIAL MEDIA AND CONFIDENTIALITY POLICY

1. INTRODUCTION

- 1.1. This Policy sets out to inform the signatory of the limitations and prohibitions regarding the dissemination and posting of the confidential information in relation to the Production on social media platforms and to third parties ("**the Policy**").
- 1.2. This policy forms a binding agreement between the Production Company and the signatory in relation to the Production, and will form an annexure to any agreement concluded between the parties. The terms used herein are as defined in the main agreement concluded between the parties.
- 1.3. The signatory acknowledges and confirms that they have read and understand the terms of this Policy and consider themselves bound by the terms thereof.

2. CONFIDENTIAL INFORMATION

- 2.1. For the purpose of this Policy, "**Confidential Information**" includes but is not limited to:
 - 2.1.1. any information of a secret or confidential nature (including, but not limited to information regarding the business, accounts, finances, bank records and details, performance, sales, personnel records, employees' records and details, trading, client lists, client details and information and any data whatsoever regarding, clients, pricing structures, contractual arrangements, contract details, details of suppliers, contracts and contractual arrangements with them, software, technical information, trade secrets, intellectual property rights, patents, designs, data and know-how including that pertaining to actual or planned products or projects, development of products, business plans, results of developments, marketing strategies, management information, minutes of board meetings and correspondence between the Production Company and its professional advisers, ideas and future plans, or otherwise howsoever) of the Production Company;
 - 2.1.2. the script, the cast (including foreign crew), crew, production plans, financial arrangements, sets and props (including but not limited to costumes, SFX, creatures, wardrobes, set dressings, vehicles, motorbikes, mechanical and electrical equipment in general, technology or bespoke customisations) and technical processes as well as details of any agreement between the signatory and the Production Company;
 - 2.1.3. all matters relating to the services, all work done in relation to the Production and the affairs of the Production Company in general;
 - 2.1.4. any and all moving or still images taken of the Production, the set, and any person involved in the Production, whether in-front or behind camera;
 - 2.1.5. all information received or obtained by the signatory in relation to the Production which does not

constitute public knowledge; and

- 2.1.6. any information designated as confidential by the Production Company or which has been supplied to the signatory subject to an obligation of confidentiality.

3. PROHIBITED ACTIONS

- 3.1. The signatory acknowledges that they are required to keep confidential all Confidential Information and are not entitled to make any statements to third parties about the Confidential Information, nor make or release any statements or posts on any form of social media whatsoever about the Confidential Information or the Production in general.
- 3.2. For the avoidance of any doubt all the Confidential Information shall be deemed proprietary Confidential Information of the Production Company. In this regard the signatory acknowledges that:
 - 3.2.1. the use of cameras and the taking or making of any photographs or reproductions or releasing content relating to the Production (print or moving content) is strictly prohibited;
 - 3.2.2. the signatory may not post the Confidential Information anywhere including, without limitation, to any internet sites or social media platforms including, but not limited to, You-Tube, Facebook, Twitter, Instagram, Snapchat or similar sites (whether now in existence or developed/created in the future), unless they have obtained the prior written authority of the person authorised by the Production Company; and
 - 3.2.3. that they shall not give any interviews, make any public statements, make or authorize any news stories, statements, blogs, tweets, articles, books or other publicity relating directly or indirectly to the Production or their involvement with the Production in any manner whatsoever, whether to a single or multiple recipient(s) or onto the internet or by means of other technologies without the express prior written authority of the person authorised by Production Company.

4. BREACH

- 4.1. The Signatory acknowledges that any form of disclosure of any Confidential Information relating to the Production is likely to give rise to the suffering of material harm by the Production Company.
- 4.2. Should the signatory breach the terms of this Policy and disclose any Confidential Information, this action will constitute a material breach of this Policy and any agreement between the signatory and the Production Company, which will entitle the Production Company to immediately terminate any such agreement with the signatory. The Production Company shall also be entitled to seek relief, including but not limited to an interdict against the signatory and/or a damages claim against the signatory in regard thereto.
- 4.3. Where the Production Company proceeds with any legal action against the signatory for a breach of this Policy, the Production Company will be entitled to claim legal costs on an attorney and own client scale.