

NONDISCLOSURE AND NON-CIRCUMVENT AGREEMENT

THIS NONDISCLOSURE AND NON-CIRCUMVENT AGREEMENT (“Agreement”) is made and entered into as of ()

and between **Entertainment Finance, LLC**, a California limited liability company,

and(_____)(the “**Parties**”) in connection with a possible business transaction (“**Transaction**”) between the parties. In consideration of and as a condition of a party (the “**Disclosing Party**”) furnishing access to its Confidential Information, as defined below, the other party (the “**Receiving Party**”) agrees as follows:

1. CONFIDENTIAL INFORMATION

(a) **Definition of Confidential Information.** The term “**Confidential Information**” means and includes any and all trade secrets and other matters concerning the business and affairs of the Disclosing Party (or any affiliate of the Disclosing Party), as identified as “Confidential” by the Disclosing Party at the time of disclosure to the Receiving Party, including but not limited to: product specifications, data, know-how, formulae, compositions, processes, designs, sketches, graphs, drawings, samples, inventions, research and development, manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, employee information, consultant information, vendor information, business plans, marketing plans, financial information, projections or forecasts, and computer software and programs (including object code and source code), database technologies, systems, structures and architectures. The fact that the parties are discussing a possible Transaction shall be deemed to be Confidential Information. The fact that Confidential Information does not carry a proprietary legend, or is transmitted verbally or electronically, shall not act as a waiver to deprive such information from protection under this Agreement.

(b) Exclusions From Confidential Information. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party pursuant to the terms of this Agreement; (iii) became known to the Receiving Party from a source other than the Disclosing Party other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party.

2. RESTRICTED USE OF CONFIDENTIAL INFORMATION

(a) Nondisclosure. The Receiving Party agrees to hold and maintain the Confidential Information in strictest confidence. The Receiving Party shall not, without the prior written approval of the Disclosing Party or as expressly permitted under this Agreement, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information. The Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party.

(b) Disclosure to Representatives. The Receiving Party may disclose Confidential Information only to those of its representatives who (i) require such material for the purpose of evaluating the Transaction, and (ii) are informed of the confidential nature of the Confidential Information and the obligations of this Agreement.

(c) Disclosure Pursuant to Legal Proceedings. The Receiving Party may disclose Confidential Information in accordance with a governmental or judicial order, provided that the Receiving Party provides the Disclosing Party with prompt notice of such order prior to such disclosure so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy.

3. AGREEMENT TO NOT CIRCUMVENT

Because of this Agreement, the Parties may be introduced by one another to investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, buyers, sellers, production companies and their affiliates, employees and assigns (“Contacts”). The Parties acknowledge, accept and agree that the identities of Contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this Agreement. The Parties agree to keep confidential the names of any Contacts introduced to them by the other Party, and that the Party, its members, managers, affiliates, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not directly or indirectly solicit, contact, deal with, negotiate or participate in any transactions with such Contacts for the purpose of circumventing or competing with the other Party without prior written consent of the Party who provided such Contact.

4. RETURN OF CONFIDENTIAL INFORMATION

The Receiving Party shall, at the Disclosing Party’s written request, return all originals, copies, reproductions and summaries of Confidential Information, or at the Disclosing Party’s request, shall destroy all Confidential Information, except as may be retained under a bona fide document retention policy. In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party, within fifteen (15) days, that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information.

5. UNAUTHORIZED DISCLOSURE

The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of any Confidential information or other breach of this Agreement by the Receiving Party or its representatives, and shall cooperate with the Disclosing Party in every reasonable way to assist the Disclosing Party to regain possession

of the Confidential Information and prevent its further unauthorized use or disclosure.

6. INDEMNIFICATION

The Receiving Party will indemnify and hold the Disclosing Party harmless from any and all damage, loss, cost, or liability (including, but not limited to, reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the Confidential Information or other violation of this Agreement.

7. INJUNCTIVE RELIEF

The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for the unauthorized disclosure of Confidential Information, and that the Disclosing Party shall be entitled, without waiving any rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

8. NO REPRESENTATIONS OR WARRANTIES

The Disclosing Party makes no representation or warranty (express or implied) concerning the completeness or accuracy of the Confidential Information, except pursuant to representations and warranties that may be made in a definitive agreement for the Transaction. Nothing in this Agreement requires either party to enter into the Transaction or to negotiate such transaction for any specified period of time.

9. TERM AND TERMINATION

The term of this Agreement shall commence on the date of the Agreement written above and shall continue for 3 years. This Agreement may be terminated by either Party upon violation of any of the terms and conditions of this Agreement by the other party and certified notification of such violation. It is expressly understood and agreed that termination of this Agreement shall not deprive the Parties hereto of any rights or release them of any obligations that under the terms and provisions of

this Agreement are to survive such termination and that the Confidentiality, Non-Compete and Non-Circumvention paragraphs of this Agreement shall continue to apply and be enforced for the full five (5) year of the Agreement.

10. GENERAL

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified except in writing signed by both parties.

(b) **Waiver.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence of any party, except by an instrument in writing signed by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

(c) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

(d) **Assignment.** Neither party may assign this Agreement or any rights under this Agreement without the prior written approval of the other party. Any attempted assignment in violation of this provision shall be null and void.

(e) **Binding Effect.** This Agreement shall be binding on the representatives, affiliates, successors and assigns of the Receiving Party and shall inure to the benefit of the Disclosing Party and its successors and assigns.

(f) **Attorneys' Fees.** If either the Disclosing Party or the Receiving Party employs attorneys to enforce any of the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

(g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflict of law provisions. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of (i) the Superior court of the State of California for the County of Los Angeles, and (ii) the United States District Court for the Central District of California, for the purpose of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby.

(h) **Authority.** Each individual executing this Agreement represents and warrants: (i) that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and (ii) that this Agreement is binding upon such party in accordance with its terms.

(i) **Counterparts; Facsimile Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a document executed and transmitted by facsimile machine is to be treated as an original document, the signature of any party thereon shall be considered as an original signature on an original document, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties have executed this Nondisclosure and Non- Compete Agreement as of the date first written above.

ENTERTAINMENT FINANCE, LLC

By: *Kim Holland*

Name: Kim Holland Title: Partner

By: *J. Ghera*

Name: Joseph Ghera Title: Partner

(company) _____

(signature) _____

Name: _____ (print name)

Title: _____ (official title)