

NON-DISCLOSURE AGREEMENT

From: Optics Agency, a Digital Arts Collective company

To: Client

This agreement made this "Date and time", by and between, XXXXXXXXXXXX, ("Client"), and XXXXXXXXXXXX ("Agency"). WHEREAS, Client has written a script ("Submission") for a possible future theatrical or television motion picture production. WHEREAS, Writer wishes Producer to evaluate said "Submission" for the sole purpose of determining whether said Submission may be further developed into a motion picture ("Project").

NOW, THEREAFTER, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

- 1. All information disclosed by Client/ Director to Creative talent, in writing, whether or not such information is also disclosed orally, that relates or refers, directly or indirectly, to the Submission, including the Submission itself, shall be deemed confidential and shall constitute Confidential Information, and shall include (i) all documents generated by Producer which contain, comment upon, or relate in any way to any Confidential Information received from Client, and (ii) any written samples of the Submission received from Client together with any information derived by Producer therefrom.*

- 2. Confidential Information shall not include any information: (i) That Client / Director can show by documentary evidence was known to Agency talent prior to the date of its disclosure to Agency talent by Client or (ii) That becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Agency talent or any other party having an obligation of confidentiality to; or, (iii) That is subsequently disclosed by Client to any person, firm or corporation on a nonconfidential basis; or (iv) That Agency talent can conclusively show by documentary evidence that such information was developed independent of any access to the Confidential Information.*

- 3. Client discloses the Confidential Information to Agency talent solely for the purpose of allowing Agency talent to evaluate the Submission to determine, in its sole discretion, whether the Submission may be further developed into a Project.*

4. Agency talent agrees to accept disclosure of the Confidential Information and to exercise the same degree of care to maintain the Confidential Information secret and confidential as is employed by Client / Director to preserve and safeguard its own materials and confidential information.

5. The Confidential Information shall remain the property of Client and shall not be disclosed or revealed by Agency talent or to anyone else except employees of Client / Director who have a need to know the information in connection with Agency talent's evaluation of the Submission, and who have entered into a non-disclosure agreement with Client / Director under which such employees are required to keep confidential the Confidential Information of Client, and such employees shall be advised by Agency of the confidential nature of the information and that the information shall be treated accordingly. Producer shall be liable for any improper disclosure of the Confidential Information by its employees.

6. (i) Agency talent shall notify Writer of any determination Agency talent may arrive at with respect to the further development of the Submission, provided, however, that, in doing so, Agency talent shall not directly or indirectly disclose any Confidential Information to any third party, without the consent of Client. (ii) If Agency determines that the Submission cannot be further developed into a Project, within XXXXXXXXXXXX months of the receipt of the Submission, Agency talent shall within five (5) business days after such determination return any and all Confidential Information to Client, along with all copies or derivatives thereof and all writings generated by Agency talent in connection with Agency talent's evaluation of the Submission of the Confidential Information.

7. If Agency talent determines that the Submission is suitable for further development into a Project, Agency talent and Client will attempt to agree on a schedule for development, and compensation to Writer for the Submission.

8. Other than as specifically provided herein, Agency talent will not use the Confidential Information for any purpose whatsoever other than for the sole purpose permitted in paragraph 3 hereof, unless and until a further executed agreement is first made between the parties setting

forth the terms and conditions under which rights to the Submission and the Confidential Information are to be licensed to, or acquired by, Producer.

9. Agency talent agrees that Agency talent will not contact any party or parties other than Client concerning the Confidential Information without prior written authorization from Client during the term of this agreement.

10. Agency talent's obligations under paragraphs 3, 4, and 9 of this agreement shall extend from the date of this agreement and shall survive the expiration or termination of this agreement, provided, however, that Agency talent's obligations under paragraphs 3 and 4 of this agreement shall terminate immediately in the event that Client shall purposefully disclose the Confidential Information to any other person, firm, or corporation on a non-confidential basis, during the term of this Agreement.

11. Client hereby expressly warrants that Client has the full right and authority to disclose the Confidential Information to Optics Agency, and that no prior public non-confidential disclosure of the Confidential Information has been made by Client nor, to the best of Client's knowledge, by any other party.

12. Nothing in this agreement shall be deemed a sale or offer for sale of the Submission, and nothing contained herein shall in any way obligate Client to grant to Agency, a license or any other rights, directly or by implication, estoppel or otherwise to the Confidential Information or the Submission.

13. Subject to paragraph 10 above, this agreement shall terminate 100 years from the date of this agreement, unless extended by mutual agreement of the parties. This agreement may be terminated prior to the expiration of 100 years from the date of this agreement by either Client or Agency upon thirty (30) days written notice to the other parties of an intention to terminate.

14. This agreement sets forth the entire agreement between the parties and may not be amended or modified, except by a writing signed by all of the parties. 15. This agreement shall be governed by the laws of the State of XXXXXXXXXXXX without regard to the conflict of laws provisions thereof.

16. This agreement may be executed by counterparts. IN WITNESS WHEREOF, the parties have

executed this agreement as of the day and year first above written. Client

Client signature

_____ *Leon R Hogg Jr.* _____

Optics Agency

Leon R Hogg Jr

Creative Director