

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In consideration of MESQUITE PRODUCTIONS ("Producer") considering the undersigned to render services and/or providing the undersigned with access to certain material and information relating to the television project currently entitled WYCARO339 (the "Project"), the undersigned understands that it is an essential condition that "Confidential Information" (as defined below) be maintained in the strictest confidence.

Accordingly, the undersigned agrees that unless and until the undersigned is expressly authorized in writing to do so by Producer or its authorized representative(s), the undersigned shall (and if the undersigned has any employees, shall require such employees to) (1) keep all Confidential Information (whether relating to any services performed by the undersigned or otherwise learned by the undersigned) in strictest confidence, (2) not reproduce or duplicate any Confidential Information (unless required to render services and then only the minimum so required), (3) return any Confidential Information in the undersigned's possession (and erase any Confidential Information duplicated to the undersigned's hard drive or digitally stored and provide certification of such actions) upon request therefor by Producer, (4) not disclose, report, reveal, gossip or speculate about, assign, sell or transfer, either directly or indirectly, factually or by means of fictionalization, by any means including without limitation by e-mail, social media, blogging or tweeting, any Confidential Information to any person with the exception of other persons performing services on the Project, but then only if and to the extent necessary in order for them to perform such services or evaluate a possible transaction (collectively "Authorized Personnel"), subject to informing such Authorized Personnel of the confidentiality requirements with respect to the Confidential Information and arranging for their prior signature of a copy of this Non-Disclosure and Confidentiality Agreement ("NDA").

As used herein, "Confidential Information" means information or material (1) proprietary to Producer or (2) designated as confidential by Producer or (3) which Producer has not released (or authorized to be released) generally to the public which the undersigned (or the undersigned's employees, if any) may obtain knowledge of or access to whether as a result of the undersigned's contract and/or relationship with Producer or otherwise. The Confidential Information includes, without limitation, the following types of information and other information of a similar nature (whether tangible or intangible and whether or not reduced to a writing): (a) any and all information relating to the undersigned's services (if any) and the Project and its production and exploitation, including without limitation any and all information relating to the script(s), story lines, characters and/or locations contained therein, budget, schedule, plans (including any information regarding cast members or crew engaged or being considered for engagement), drawings, designs, specifications, ideas, concepts, models, costumes, techniques or special effects for the Project or other creative, business and/or physical production elements relating to the Project, and/or (b) any information relating to the operation, financial affairs or business of Producer and/or its executives, including without limitation patentable or other intellectual properties owned or used by Producer.

Nothing in this Agreement shall affect an employee's ability to share or disclose Confidential Information as may be protected under federal, state and local laws including the National Labor Relations Act.

Because of the unique nature of the Confidential Information, the undersigned understands and agrees that Producer will suffer irreparable harm in the event the undersigned (or the undersigned's employees, if any) fail to adhere completely to the terms of this NDA and that monetary damages will be inadequate to compensate for such failure. Producer may, at its option, immediately cease considering the undersigned to render services (or if the undersigned has been engaged Producer may immediately terminate the undersigned's engagement for cause) and in addition to any other remedies available to Producer, at law or in equity, Producer will be entitled to injunctive relief to enforce the provisions of this NDA.

This NDA shall be governed by the applicable laws of the State of California. Any controversy or claim arising out of or relating to this agreement, its enforcement, arbitrability or interpretation shall be submitted

to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §1280 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side initially bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect Producer's ability to seek from a court injunctive or equitable relief at any time. This NDA contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. The parties agree that electronic signature or transmission by fax or e-mail of this NDA shall be deemed to be and have the same legal effect as an ink-signed original.

(name): \_\_\_\_\_ (title): \_\_\_\_\_

(address) \_\_\_\_\_

(signature): \_\_\_\_\_ Date: \_\_\_\_\_