

SELOWE PRODUCTIONS NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT

This Agreement is effective when signed by all the Parties, by and between **SeLowe Productions** c/o Serena Lowe having address at 310 Ridgewood Drive, Fayetteville, Ga. 30215 (hereinafter "Company") and _____ (hereinafter "Recipient") collectively referred to as the parties.

This agreement is intended to acknowledge the intent of the parties and their respective affiliates to consider, review, and evaluate the possible business venture whereby the Company will enter into an agreement for the possible production of a motion picture currently entitled "_____" ("Picture"). In connection therewith, Company shall allow Recipient access to certain protected information with regards to the treatment, budget, script, character breakdown and all information conveyed by Company with respects to the Picture (collectively the "Protected Information"). The parties intend to create a mutually beneficial business relationship between the Parties during the stages of information exchange and provision of services that are required to establish and set the stage for a real and tangible joint business opportunity.

Company desires to disclose, on a confidential basis, certain information and documents considered confidential and/or proprietary by Company concerning its respective business to Recipient. The Company wishes to maintain the confidentiality and/or the proprietary nature of the confidential information disclosed.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt which is hereby acknowledged, the Parties agree as follows:

Confidential Information: Recipient agrees that information disclosed orally or in writing or made available by Company (Disclosing Party) to Recipient, including, but not limited to, information acquired from employees; confidential information originally received from third parties; information relating to any type of technology and all other material whether written or oral, tangible or intangible, shall be deemed "Confidential Information." In addition, the existence and terms of this Agreement shall also be treated as Confidential Information. The parties agree that any Confidential Information disclosed prior to the execution of this Agreement was intended to be and shall be subject to the terms and conditions of this Agreement.

Restrictions and Exceptions: The Recipient agrees to maintain the confidentiality of the Confidential Information and to prevent its unauthorized dissemination or use for a period of three (3) years from the date of last disclosure by the Company, subject to the exceptions enumerated in Section 4 of this Agreement.

Recipient's Obligations: Recipient shall not use Confidential Information in the development of any products or services for its own account or the account of a third party unless expressly agreed to by the Company in writing. Further, the Recipient agrees not to use Confidential Information for purposes other than that necessary to consider the possibility of entering into a production of the Company's Picture, or business relationship or to carry out designated responsibilities of the Company. The Recipient shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information. The Recipient shall limit its internal disclosure to only those employees and agents who have a need to know the information in order to carry out the purposes of the business relationship of the Company. The Recipient agrees that he/she will direct their respective employees and agents to maintain the confidentiality of the Confidential Information. The obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment, or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between the Company and Recipient, by a trustee of Recipient in bankruptcy or by the Recipient as a debtor in possession or the equivalent of any of the foregoing under local law.

4. Exceptions: This Agreement shall impose no obligations with respect to Confidential Information which falls in any of the following categories: is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known or available to the public; was acquired by the Recipient by another source other than Company, its affiliates, employees, etc. is hereafter rightfully furnished to the Recipient by a third party without restriction as to use or disclosure. is information which the Recipient can document was

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independently developed by the Recipient is required to be disclosed pursuant to law, provided the Recipient uses reasonable efforts to give the Company reasonable notice of such required disclosure; or is disclosed with the prior written consent of the Company.

In the event that disclosure is required by Recipient pursuant to a requirement of a governmental agency or law, Recipient will provide notice prior to disclosure, when reasonable, in order to afford Company the opportunity to file objections to such disclosure with the appropriate entity to agency.

Continued Development Efforts: Recipient acknowledges and agrees that Company has been engaged, and continues to engage in the development of the Company's Picture and nothing contained herein shall prohibit the Company from such efforts.

Ownership of Confidential Information: All Confidential Information and all material items delivered by the Company shall remain the property of the Company and no license or other rights in the Confidential Information shall be granted to the Recipient by this Agreement. No rights, obligations, representations, or terms other than those expressly granted herein are to be implied from this Agreement.

Return of materials and documents: Upon the written request of the Company, the Recipient shall return to the Company (or at the request of the Company to erase or destroy) all materials that contain or embody any Confidential Information of the Company. Upon the request of the Company, the Recipient will certify that it has complied with the provisions of this paragraph.

Non-Circumvention: In addition Recipient agrees not to circumvent Company or work with business associates, clients, and/or other third party vendors introduced by Company in the course of this business relationship without the express written consent of Company.

9. **Remedy:** The parties hereby acknowledge that unauthorized disclosure or use of the Confidential Information or a breach of this Agreement could cause such irreparable harm, which may be difficult to ascertain, and that money damages would be inadequate compensation. Accordingly, the Parties agree that the Company shall have the right to seek and obtain injunctive relief from breaches of this Agreement in addition to any other rights and remedies available from a court of competent jurisdiction.

10. **Termination:** This Agreement shall survive and remain in effect until expressly terminated in writing and signed by all parties, or until three (3) years from the date of Execution, whichever is later. If any agreement between the parties is consummated, this confidentiality Agreement shall expire on the execution of such agreement and the confidentiality provisions of such agreement shall be substituted in the place of this agreement.

11. **General:** This Agreement contains the entire understanding of the parties, and supersedes any prior written or oral agreements between the parties concerning the subject matter contained herein. The provisions of this Agreement may be waived, altered, amended, or repealed, in whole or in part, only upon the written consent of all parties. The waiver of the Company of breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in effect.

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ACCEPTED AND AGREED TO:

Company: SeLowe Productions, Inc

By Its Authorized Signatory Date

Recipient

_____ Date _____