

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") dated as of _____, 20____ is entered into between Veritas Film & Television, LLC. (which together with its owners, directors and affiliated and parent companies shall be referred to herein as "Disclosing Party") and _____ ("Receiving Party") for the purpose of facilitating discussions about a proposed business relationship between Disclosing Party and Receiving Party. Receiving Party understands that in such discussions Receiving Party may be given access to and become acquainted with "Confidential Information" (as defined below), concerning Disclosing Party. Because the industry in which Disclosing Party does business is highly competitive, maintaining the confidentiality of all Confidential Information is critically important to Disclosing Party. Therefore, Receiving Party agrees as follows:

1. "Confidential Information". It is difficult to define in advance the scope of "Confidential Information", but in general, as the term is used throughout this Agreement, it will be information that derives actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. Confidential Information can be obtained from any source whatsoever and includes, among other things, information, documents and/or other materials relating to the following: (a) this Agreement, Receiving Party's services for Disclosing Party; (b) Disclosing Party's business(es) (including, without limitation, Disclosing Party's business affairs and operations, legal affairs and operations, strategies, future plans, finances and financial affairs, employees, processes, compositions, inventions, computer programs, distribution, designs, services, personnel, data, production techniques, methods, methods, systems or plans, internal affairs, musical compositions, projects in development, story ideas, story outlines, treatments, scripts, screenplays, budgets, shooting locations, creative ideas and concepts, operating procedures, and potential or existing corporate organization plans of Disclosing Party); and (c) any information concerning any network with which Disclosing Party is in business and any information concerning any and all television productions which Disclosing Party is producing or developing (individually and collectively the "Production"), including, but not limited to, the premise and concept of the Production, the manner of production of the Production or any individual episode or element thereof, the nature of certain events in the Production, Receiving Party's participation in the Production, activities occurring in and in connection with the Production and the outcome of the Production. "Confidential Information" may be contained in written materials, in verbal communications, in the unwritten knowledge of employees and/or any other tangible medium of expression, including, but not limited to, hard disk and soft disk mechanisms. Such material shall constitute "Confidential Information" without regard to the manner in which it was obtained. By way of example, but not limitation, such information may be acquired by observation of documents, people and events, by direct communications with Disclosing Party, Disclosing Party's agents or representatives and/or by overhearing conversations on the telephone or otherwise.

2. Maintenance of Confidentiality. Receiving Party acknowledges that in its discussions with Disclosing Party, Receiving Party may become acquainted with Confidential Information, which is of great value to Disclosing Party. Receiving Party further acknowledge that maintaining the

secrecy, confidentiality and complete privacy of all such Confidential Information is critically important to Disclosing Party. In addition, Receiving Party understands that Receiving Party's agreement to maintain the confidentiality of all Confidential Information is a material condition and inducement to Disclosing Party to having such discussions and meeting with Receiving Party and that, but for Receiving Party's entering into this Agreement, Disclosing Party would not do so nor allow Receiving Party access to Confidential Information.

3. No Use or Disclosure. Receiving Party agrees that all Confidential Information is private, secret and sensitive. Receiving Party agrees that Receiving Party will not disclose any Confidential Information to any person (including, without limitation, any employees of Disclosing Party) or other third party or use any Confidential Information and that Receiving Party will keep Confidential Information secret, even in the course of casual discussions, unless Receiving Party obtains written permission from Disclosing Party to reveal Confidential Information in each instance and except (i) where such information has already been released to the public by Disclosing Party; (ii) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction or government agency, provided Receiving Party notifies Disclosing Party in writing of said law or order and/or (iii) on a must-know basis to Receiving Party's lawyers, accountants and other business representatives upon the express condition that Receiving Party shall in each such case secure said representative's agreement, in writing, to comply with this confidentiality provision. Receiving Party acknowledges and agrees that this obligation continues both during and after the period in which Receiving Party and Disclosing Party are in discussions about a possible business relationship. If there is an unauthorized publication of Confidential Information, Disclosing Party will automatically own the copyright in it. If at any time Receiving Party becomes aware of any unauthorized use, disclosure or communication of such Confidential Information by anyone, Receiving Party agrees to immediately inform Disclosing Party in writing of such use or disclosure.

4. Restriction on Removal and Duplication. Receiving Party agrees not to remove, reproduce, summarize and/or copy any Confidential Information without Disclosing Party's express prior written consent in each instance. Receiving Party agrees to return immediately to Disclosing Party all Confidential Information upon the earlier of the termination of discussions about a possible business relationship or when Disclosing Party requests such Confidential Information be returned.

5. Publicity. All aspects of the publicity and promotion for any Production shall be at Disclosing Party's sole discretion. At no time shall Receiving Party directly or through any publicity representative or otherwise, circulate, publish or otherwise disseminate any news story, article, book or other publicity or issue any press releases nor make any other statements about this Agreement, Receiving Party's services for Disclosing Party (if any), the Production, Disclosing Party, its affiliates, agents and/or employees, or any other party involved in the Production (e.g., the Production's sponsors) in any media (including, without limitation, any online or print communications or Twitter or Facebook postings). For the avoidance of doubt, Receiving Party acknowledges and agrees that the confidentiality obligations and publicity restrictions hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; micro-blogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website ("wiki"); or any other website, service, platform, program, application or other form or

method of communication, whether now known or hereinafter devised. For example and for the sake of clarity, Receiving Party may not make disclosures prohibited hereunder via Facebook, Twitter, YouTube or any other similar website or service, whether existing now or in the future.

6. Effective Date. This Agreement, no matter when signed, will be effective as of the date Receiving Party first acquired knowledge of any Confidential Information.

7. Liquidated Damages. Receiving Party acknowledges and agrees that any disclosure by Receiving Party in violation of this Agreement shall constitute and be treated as a material breach of this Agreement, which will cause very great and irreparable harm to Disclosing Party. Since it would be difficult or impossible to compute the total actual damages from any such unauthorized use or disclosure, it is agreed that Receiving Party shall pay Disclosing Party the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) for each individual use or disclosure of Confidential Information hereunder by Receiving Party, which amount is agreed upon by the parties as liquidated damages and not as a penalty, and which amount has been computed, estimated and agreed upon as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which shall result. The liquidated damages provided for hereunder shall not be deemed an "adequate remedy" precluding equitable relief and the right to such damages shall be cumulative rather than alternative to Disclosing Party's other rights and remedies, including, without limitation, the right to seek, among other things: (i) injunctive relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Agreement by Receiving Party; (ii) prevention of the dissemination of any Confidential Information before it is published; (iii) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any; and (iv) recovery of Disclosing Party's attorneys' fees incurred to prevent the breach by Receiving Party and/or enforce the terms of this Agreement. For the avoidance of doubt, the terms and conditions of this Paragraph shall survive the termination or expiration of this Agreement.

8. Not An Employment Agreement. This Agreement is not intended to and shall not be construed to create any employment agreement between Receiving Party and Disclosing Party.

9. Injunctive and Other Equitable Relief. Receiving Party expressly agree that in the event of a breach by Receiving Party of this Agreement, Receiving Party shall be liable to Disclosing Party and Disclosing Party shall have the right to utilize all available remedies under the law, including both financial and injunctive relief, to seek retribution. Receiving Party further acknowledges that a breach of the provisions of this Agreement by Receiving Party will cause Disclosing Party irreparable harm for which there is no adequate remedy at law. Therefore, in addition to any other rights and remedies available to Disclosing Party, in the event of a breach of threatened breach of any provision of this Agreement by Receiving Party, Disclosing Party is entitled to injunctive relief to enforce this Agreement. Disclosing Party's remedies include, without limitation, the right to prevent dissemination of any Confidential Information before it is published

10. Miscellaneous. This Agreement may only be amended by a writing signed by Receiving Party and Disclosing Party. Receiving Party's covenants, representations and warranties in

this Agreement shall survive the ending of Receiving Party's relationship with Disclosing Party. If, for any reason, one or more of the provisions of this Agreement is held to be illegal, invalid or unenforceable, this will not affect the validity or enforceability of the remainder of this Agreement. The affected provision(s) will be curtailed only to the extent necessary to bring the Agreement within the law. Disclosing Party's waiver of any breach of this Agreement shall not be deemed to be a waiver of any other breach of this Agreement. This Agreement expresses the entire understanding between Receiving Party and Disclosing Party and supersedes any other agreements or understandings between Receiving Party and Disclosing Party relating to the matters contained herein. This Agreement is governed by the laws of the State of California. Receiving Party agrees that suit may be brought against Receiving Party in connection with this Agreement in the federal or state courts in the County of Los Angeles.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above indicated. VERITAS FILM & TELEVISION, LLC.

Veritas Film & Television, LLC

"Receiving Party" Printed

By: _____

Name: _____

Title: _____

Address: _____

2613 ROCKEFELLER LN. STE. A
REDONDO BEACH, CA 90278

Phone Number: _____

Please email satisfied copy to: legal@veritas.tv