

Welcome to FILMdyne!

Below you will find our standard Confidentiality and Non-Disclosure Agreement for discussing possible involvement in FILMdyne projects.

Please feel free to contact me if you have any questions or would like clarification on any item.

At your service,

Tom

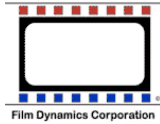
Tom Stern  
Executive Producer  
FILMdyne, LLC

[tom@filmdyne.com](mailto:tom@filmdyne.com)

Document	Description
<b>Confidentiality and Non-Disclosure Agreement</b>	FILMdyne's ideas and creations belong to FILMdyne.  <i>Must be signed before seeing or discussing scripts or project plans.</i>

You may not copy or use or alter this contract without prior written permission.

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**INDEPENDENT CONTRACTOR  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement dated as of \_\_\_\_\_, 2007, is between FILMdyne, LLC ("FILMdyne") and \_\_\_\_\_ ("Confidant").

**RECITALS:**

- A. FILMdyne is in the business of producing films, videos and other productions and in the performance of services related to such productions.
- B. FILMdyne and Confidant desire to discuss a possible business arrangement (an "Arrangement").
- C. In the course of discussions, Confidant may have access to FILMdyne's proprietary or confidential information.

**AGREEMENT:**

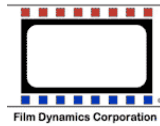
Now, Therefore, in consideration of FILMdyne's disclosure of the Confidential Information (as defined below), and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Confidential Information, Confidential Relationship.**

(a) For purposes of this Confidentiality Agreement, "Confidential Information" means any of FILMdyne's confidential, secret or proprietary information, including but not limited to, products or services, personnel, procedures of operation, business or marketing plans, business methods and practices, compilations of data or information concerning FILMdyne's business, financial data, business proposals, names of FILMdyne's suppliers and customers, possible business partners and their businesses, ideas and any other information not generally known to the public.

(b) Notwithstanding 1(a) hereof, Confidential Information shall not include any information which the Confidant can prove by written documentation is:

- i. in the Confidant's possession prior to disclosure by FILMdyne hereunder;
- ii. rightfully received from a third party and not delivered directly or indirectly from any breach of a confidentiality obligation by such third party;
- iii. independently developed by the Confidant without reliance on any Confidential Information; or
- iv. disclosed after receipt by the Confidant of written permission from FILMdyne to disclose.



(c) Except as required by law, the Confidant shall not, without the prior written consent of FILMdyne, disclose to any person the fact that the Confidential Information has been made available, that the parties have entered into this Confidentiality Agreement, that discussions or negotiations are taking place or have taken place concerning a possible arrangement between FILMdyne and the Confidant, or any of the terms, conditions or other facts with respect to any such possible Arrangement, including the status thereof.

## 2. Exclusive Purpose; Obligation Not to Disclose.

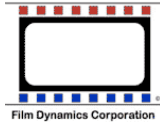
The Confidant hereby acknowledges and agrees that the Confidential Information is the sole and exclusive property of FILMdyne and any unauthorized use or disclosure of such information may cause irreparable harm to FILMdyne. The Confidant shall receive, use and consider the Confidential Information solely and exclusively for the purpose of evaluating an Arrangement and performing services for FILMdyne with respect to the Arrangement. Except to the extent the Confidant has prior written consent from FILMdyne, the Confidant shall not use the Confidential Information for its own benefit, nor duplicate in any manner or disclose to any third party the Confidential Information or any part thereof other than to the Confidant's agents and representatives (the "Representatives") having a need to know the Confidential Information in order to assist in the evaluation of a possible Arrangement. In any instance in which the Confidant discloses the Confidential Information to the Representatives, the Confidant shall inform the Representatives of the confidential nature of the Confidential Information and of the terms of this Confidentiality Agreement. The confidant shall be held responsible for any unauthorized use or disclosure of any Confidential Information (including by Representatives), regardless of the nature thereof or the identity of the unauthorized user or discloser thereof.

## 3. Return of Confidential Information.

Within five (5) days after either of the parties has notified the other in writing that it no longer wishes to discuss a possible Arrangement, the Confidant shall (i) return to FILMdyne all of the Confidential Information including any copies thereof and (ii) certify in writing to FILMdyne that it has destroyed all analyses, compilations, studies, reports or other documents prepared by the Confidant which include the Confidential Information.

## 4. Remedies.

The Confidant acknowledges that remedies at law may be inadequate to protect against breach of this Confidentiality Agreement, and hereby agrees that FILMdyne, in addition to all other remedies, shall be entitled to injunctive relief and specific performance. Confidant hereby affirmatively waives the requirement that FILMdyne post any bond, demonstrate any likelihood of irreparable damage to FILMdyne or demonstrate that any actual damages will be suffered by FILMdyne in the event of a breach or threatened breach of this Confidentiality Agreement by Confidant. FILMdyne's rights and remedies under this Section 4 are cumulative and in addition to any other rights and remedies that FILMdyne may have at law or in equity. The covenants and agreements contained in this Confidentiality Agreement shall be construed as separate covenants and agreements, and if any court shall finally determine that the restraints provided for in any such covenant and agreement are too broad as to the area, activity or time covered, said area, activity or time covered shall be reduced to whatever the



extent the court deems reasonable, and such covenants and agreements shall be enforced as to such reduced area, activity or time.

5. Governing Law

This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

6. Entire Agreement; Amendments.

This Confidentiality Agreement contains the entire agreement concerning the confidant's use and confidential treatment of the Confidential Information. No modification of this Confidentiality Agreement will be binding upon either party unless it is approved in writing by both parties.

7. Notice.

All notices hereunder shall be in writing and shall be deemed to have been given when delivered by hand, mailed by first class registered or certified mail, postage prepaid and return receipt requested, or delivered by overnight courier addressed as set forth on the signature lines hereto or at such other address as may from time to time be specified to the other party in a notice similarly given.

8. Counterparts.

This Confidentiality Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and both of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Confidentiality Agreement as of the date first written above.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("Confidant")

\_\_\_\_\_  
**FILMdyne, LLC**  
By: Thomas A. Stern  
Title: Executive Producer  
("FILMdyne")