

NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is entered into by and between 7LAND ENTERTAINMENT (7LE) (hereinafter the "Disclosing Party"), and _____, located at _____ (the "Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties hereby agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information concerning any media, film/broadcast, sVOD/tVOD, OTT or other program, marketing, media conceptual or intellectual property (IP) (hereinafter "the Catalog"), including (but not limited to) all information of any kind whatsoever disclosed by the Disclosing Party to the Receiving Party concerning the contents of the Film (and/or any source material relating thereto), and all information concerning the production and/or actual or potential commercial exploitation of the Film and all other information and material regarding the Film that has or could have commercial value or other utility or which is or could be of interest to the general public or any members of the general public. Such Confidential Information constitutes valuable, special and unique assets of the Disclosing Party, even though such information may not be of a technical nature and may not be protectable under applicable trade secret or related laws.

2. Exclusions from Confidential Information. The Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party and/or any party to whom the Receiving Party has disclosed such information; or (b) is disclosed by Receiving Party with Disclosing Party's prior specific written approval.

3. Obligations of Receiving Party. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence at all times for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall carefully restrict access to Confidential Information and may disclose such Confidential Information only to its employees and contractors as is reasonably required and shall require those persons to first sign nondisclosure restrictions at least as protective as those in this Agreement. The Receiving Party shall not, without prior written approval of Disclosing Party, in any fashion, form or manner, either directly or indirectly, use or divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any Confidential Information to any person or use any Confidential Information for the benefit of the Receiving Party or any other person, except with the prior written consent of the Disclosing Party. The Receiving Party shall promptly return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party so requests in writing.

4. Time Periods. The non-disclosure provisions of this Agreement shall survive any termination of this Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect at all times until the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from this Agreement.

5. Non-Competition. In consideration of the Disclosing Party's disclosure of certain Confidential Information and/or the screening of the Film for the Receiving Party, the Receiving Party agrees that it will not participate in any other film that relates to the subject matter of the Disclosing Party's Film.

6. Injunction. The Receiving Party agrees that it would be difficult to measure damage to the Disclosing Party from any breach by the Receiving Party of this Agreement and that monetary damages

would be an inadequate remedy for any such breach. Accordingly, the Receiving Party agrees that in the event of the Receiving Party's actual or threatened breach of this Agreement, the Disclosing Party shall be entitled, in addition to all other remedies it may have at law or in equity, to an injunction or other appropriate orders to restrain any such breach or any attempted breach without showing or proving any actual damage sustained by the Disclosing Party. Nothing herein shall be construed as precluding or limiting any other remedies available hereunder or at law or in equity for any breach or threatened or attempted breach of this Agreement, including the recovery of damages.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose.

9. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties as expressed herein.

10. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of any prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

7LAND ENTERTAINMENT ("Disclosing Party")

By: _____

Its Authorized Representative

Date: _____

THE "RECEIVING PARTY"

Signature

(Typed or Printed Name of signer and company)

Date: _____