

## CONFIDENTIALITY AGREEMENT

### PROJECT: BOONIES

This Confidentiality Agreement (“Agreement”) is made and entered into as of October 18, 2016 (“Effective Date”), by and between **Hollywood Film Office LLC** (“Company”) and [REDACTED] (“Agency”).

Company and Agency are considering a potential business transaction in connection with which each may disclose to the other valuable proprietary information relating to its operations and business and/or that of the motion picture currently titled “Labryinth.” Each party desires to protect the confidentiality of, and maintain its rights and prevent the unauthorized use and disclosure of, such information. Accordingly, the parties agree as follows:

1. **Confidentiality.** Company and Agency recognize that, either party (“Discloser”) may disclose to the other (“Recipient”), or as may be received or observed by Recipient, confidential and proprietary information regarding its respective business, including without limitation any and all non-public business, technical and financial information related to Discloser’s business activities, its clients and affiliates (“Confidential Information”). Confidential Information may be contained in tangible materials, such as script pages, drawings, models, data, specifications, software and software documentation, reports, compilations, correspondence, writings and computer programs, or may be disclosed orally.

Confidential Information, however, does not include information which is or becomes public knowledge through no fault of the Recipient; information that is already known to the Recipient prior to disclosure; information that is learned by the Recipient from a third party that is not known to be under a confidentiality obligation to the Discloser; and information that is independently developed by the Recipient without use of any Confidential Information of the other. In addition, a Recipient may disclose any Confidential Information that is required to be disclosed by law or legal process; provided that it gives prompt written notice of the required disclosure to the Discloser.

Each Recipient:

- (i) shall hold the Confidential Information in trust and confidence for the Discloser and shall protect the Confidential Information with the same degree of care as the Recipient employs for the protection of its own trade secrets and confidential information (but in no event shall such care be less than that which is commercially reasonable); and
- (ii) other than to the extent necessary to comply with the reasonable requests of its auditors or other professional consultants, shall disclose the Confidential Information only to the Recipient’s employees or agents on a “need to know” basis (and advise such employees or agents of the obligations assumed herein),

and to any other party with the Discloser's prior written consent (so long as the Recipient has a written agreement with such party sufficient to require that party to treat Confidential Information in accordance with this Agreement).

2. **Return of Materials.** Upon the expiration of the obligations under this Agreement or an earlier request by the other party, the Recipient shall have no right to keep or use and shall promptly return to the Discloser all Confidential Information in the Recipient's possession or control; *provided, however,* Agency's legal counsel may retain one (1) copy of the Confidential Information in a secure location as may be required to comply with any applicable laws or regulations and Recipient shall not be required to erase any Confidential Information of the Discloser stored electronically as part of an archival back-up system maintained by the Recipient in the ordinary course of business.

3. **License.** No license to the Recipient under any trademark, patent, copyright, mask work protection right or any other right, title or interest whatsoever is either granted or implied by conveying Confidential Information. None of the Confidential Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by the Discloser to the Recipient, of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons.

4. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the others and that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

5. **Miscellaneous.**

(i) This Agreement constitutes the entire understanding between the parties as to the Confidential Information and merges all prior discussions between the parties relating thereto;

(ii) each party hereto acknowledges that this Agreement does not in any way, expressly or implied, create any obligation on either party to pursue or consummate any business or other relationship;

(iii) this Agreement shall be interpreted, construed and enforced according to the laws of the state of New York, without giving effect to any conflict of laws provisions;

(iv) this Agreement shall inure to and bind the successors and assigns of the respective parties; provided, however, that nothing herein shall be construed to permit the sale, assignment or delegation of the parties' interests and/or obligations hereunder;

(v) no amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives. Facsimile signatures shall have the same force and effect as original signatures; and

(vi) this Agreement does not create a joint venture, partnership or other formal business, relationship or entity of any kind or obligation to form any such relationship or entity.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

COMPANY  
**HOLLYWOOD FILM OFFICE, LLC.**

**AGENCY** (name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please fill out highlighted areas and provide signature and send to:**  
**[bwg@hollywoodfilmoffice.org](mailto:bwg@hollywoodfilmoffice.org)** and you will be sent BOONIES original  
screenplay by Bruce Wayne Gillies, thank you!