

NON-DISCLOSURE AGREEMENT

SKYPHIRE ENTERTAINMENT, a Skyward Prime company (future LLC)

This Non-Disclosure Agreement (the "Agreement") is entered into by and between **SKYPHIRE ENTERTAINMENT**, a Skyward Prime company ("Disclosing Party") and **the undersigned party** ("Receiving Party"), **on the day marked on both pages of this document**, for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

The Disclosing Party and the Receiving Party 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 or material, including scripts, documents, character breakdowns, story information, plot, written sides or samples, project-related conversations through email, text, social media, or any other written form, that relates or refers to the Skyphire Entertainment project titled **"CAMISADO"** (the "Project"). If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a written document indicating that such oral communication constitutes Confidential Information.

2. Exclusions from Confidential Information. 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; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information from anyone other than themselves, as is reasonably required, and shall not issue Project-related Non-Disclosure Agreements on behalf of the Disclosing Party.

4. Additional Obligations of Receiving Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information relating to the Project. Receiving Party shall immediately return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information if Disclosing Party requests so in writing.

5. Time Periods. The nondisclosure provisions of this Agreement shall survive...(con't)

Receiving Party Initials: _____

Date of Signature: _____

(con't)...for five years commencing on the date marked on this document. The Receiving Party's obligation to keep Confidential Information shall remain in effect until the five-year period has expired and shall not survive the expiration of the term of this Agreement.

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

7. **Compensation.** This agreement does not include, incorporate, state, or otherwise mention any compensation being exchanged between the Disclosing Party and the Receiving Party.

8. **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 affect the intent of the parties.

9. **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 writing when signed by both parties.

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

11. **Injunctive Relief.** The Receiving Party understands and agrees that any use or dissemination of Confidential Information in violation of this agreement can cause potential harm to Disclosing Party, and that Disclosing Party has the right to seek injunctive or equitable relief as deemed proper by a court of competent jurisdiction if such a violation occurs.

12. **Governing Law.** This Agreement will be governed by and construed in accordance of the applicable laws therein of the state of North Carolina and the United States.

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 willingly and in good faith, either themselves or through an authorized representative.

Disclosing Party – SKYPHIRE ENTERTAINMENT

Receiving Party – The Undersigned Party

Signed:  _____

Signed: _____

Printed Name: **Thomas Gidlow**

Printed Name: _____

Dated: **January 3, 2019**

Dated: _____