



## MUTUAL NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2020, by Shooter Reel Productions and between \_\_\_\_\_, having a place business at **Shooter Reel Productions LLC** creator of **Different Documentary** (the "Company") and a corporation having a place of business at \_\_\_\_\_ 165 Kevin Ct Atlanta, GA 30311 (the "Other Party").

WHEREAS, the Company and the Other Party wish to exchange certain confidential technical and product information to determine whether to enter into a business relationship;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties, intending to be legally bound, hereby agree as follows:

1. Confidential Information Defined. A. For the purposes of this Agreement, Confidential Information (the "Confidential Information") shall mean all information, whether in written, recorded, graphical or other tangible form, which is (a) marked or designated "Confidential" or "Proprietary" by the disclosing party ("Discloser"), or (b) is orally stated by the Discloser to be Confidential at the time of disclosure, and confirmed by the Discloser as Confidential Information in writing to the receiving party ("Recipient") within thirty (30) days of its initial disclosure to the Recipient. Confidential Information shall not include:

- (a) Information which is in the public domain as of the date of this Agreement;
- (b) Information which becomes part of the public domain subsequent to the date of this Agreement through no fault of the Recipient or its directors, officers, employees, representatives or agents (including its accountants and attorneys);
- (c) Information which becomes available to the Recipient from a source other than the Discloser or their agents;
- (d) Information which is required to be disclosed by the Recipient by order of a United States governmental agency, legislative body or court of competent jurisdiction, provided the Recipient uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, at the Discloser's expense, has allowed the Discloser to participate in the proceeding.
- (e) Information which is in the possession of the Recipient at the time of



disclosure; or

- (f) Information which is developed by the Recipient independently from and without access to the Confidential Information of the Discloser, as evidenced by prior written records or other evidence in the possession of the Recipient.

B. In addition, for the avoidance of doubt, Recipient acknowledges that, among other things, the Confidential Information may identify clients and other third parties with whom the Discloser has an existing relationship (collectively, "Discloser's Business Contacts"), and the Recipient hereby covenants and agrees that, notwithstanding anything to the contrary herein, Discloser's Business Contacts shall be deemed Confidential Information, and Recipient shall not use the Confidential Information for purposes of contacting or otherwise establishing a relationship with the Discloser's Business Contacts.

2. Use of Confidential Information. All Confidential Information provided by the Discloser to the Recipient shall be kept in Strict Confidence by the Recipient and its directors, officers, employees, consultants, representatives and agents (including accountants and attorneys) as well as employees, contractors or consultants of the Recipient's affiliates, who agree in writing to be bound to a non-disclosure agreement having terms no less restrictive than the terms set forth herein in order to safeguard the confidences of the Discloser, for a period of three (3) years from the date hereof. "Strict Confidence" shall be understood to mean that the Confidential Information shall not be revealed, disclosed or used for any purpose other than to evaluate the technology and products of the Discloser; that the Confidential Information shall not be revealed or disclosed by the Recipient (and its directors, officers, employees, consultants, representatives and agents) to any other entity not listed in the first sentence of this clause; and that the Recipient shall limit access to the Confidential Information to those persons who need to know such information for the purpose of evaluating the technology and products of the Discloser. The Recipient further represents that the Confidential Information will not be used in any manner, nor will the Recipient permit the Confidential Information to be used in any manner, that, to its knowledge is detrimental to the business or the prospects of the Discloser. The Recipient further acknowledges that it is, and shall remain, fully responsible to the Discloser for any use of Confidential Information by any person who receives it on the Discloser's behalf for any reason, in all respects as though the Recipient itself had made use of such Confidential Information.

3. Relationship of Parties. Nothing contained in this Agreement shall be construed as granting or conferring any rights or licenses in the technology or products of the Discloser to the Recipient or to creating any other relationship of the Discloser or the Recipient by the transmission of the Confidential Information. Nothing in this Agreement shall obligate the Discloser or the Recipient in any manner with respect to



the consummation of any business transaction contemplated between the parties.

4. Ownership of Confidential Information. All Confidential Information shall remain the property of the Discloser. Upon request by the Discloser, the Recipient shall return all Confidential Information provided to it, including any and all copies thereof relating to all Confidential Information.

5. Export Control. No technical or product information furnished by the Discloser to the Recipient hereunder is intended to or will be exported or re-exported by the Recipient, directly or indirectly, to any destination restricted or prohibited by export control regulations of the United States and the United States Export Administration Regulations, without authorization from the appropriate United States governmental authorities.

6. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

7. Miscellaneous.

(a) Governing Law. This Agreement and all matters or issued collateral thereto shall be governed by and construed and enforced in accordance with the laws of the state of Georgia without regard to conflict of laws. The Discloser and the Recipient expressly submit to the exclusive jurisdiction of the United States District Court, District of Georgia to the extent required of any claim, dispute or difference that may arise hereunder. The Discloser and the Recipient each hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection to venue in the United States District, District of Georgia and hereby further irrevocable and unconditionally waives and agrees not to plead or claim that such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. In the event of the breach by the Recipient of the terms and conditions of the restrictive covenants contained in Paragraph 2 of this Agreement, then the Discloser shall be entitled, if it so elects, to institute proceedings to obtain equitable or injunctive relief restraining violations by the Recipient of the restrictive covenants, in addition to seeking any other remedies allowed by law.

(b) Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes and merges all prior discussions and agreements between them with respect to the subject matter hereof and the transactions



contemplated hereby, and may not be changed, amended or modified, in whole or in part, except by an instrument in writing, signed by both parties on or after the date hereof.

- (c) Headings. The headings used in this Agreement are listed for convenience of reference only and shall not in any manner limit or affect the interpretation or construction of this Agreement or any of its provisions.
- (d) Waiver; Severability. The failure of either party to require the performance of any terms or conditions of this Agreement or the waiver by either party or any breach under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach. All remedies, rights, undertakings, obligations and agreements contained herein shall be cumulative and none shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party hereto. Should any one or more sections, provisions, terms or conditions of this Agreement be held to be illegal or unenforceable, all other sections, provisions, terms and conditions shall remain fully effective and enforceable, and such offending section, provision, term or condition shall be deemed modified to the extent necessary to make it enforceable.
- (e) Assignment; Benefit. Neither party may assign or transfer this Agreement or such party's rights or obligations under this Agreement without first obtaining the other parties' prior written consent. Such consent shall not be withheld without good and reasonable cause if either party seeks to assign its rights and delegate its obligations to any entity that succeeds to its respective business interests related to this Agreement through merger, consolidation or sale. This Agreement is intended to benefit and shall be binding on the parties hereto and their respective successors and permitted assigns.
- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.
- (g) Termination/Survival. This Agreement terminates one (1) year from the date hereof, unless terminated earlier by either party upon written notice provided however that the rights and obligations of the Recipient under paragraphs 1, 2, 4 and 6 of this Agreement with respect to the use of Confidential Information shall remain in effect for three (3) years from the date of disclosure of the Confidential Information and proprietary information, notwithstanding the earlier termination of this Agreement.



IN WITNESS THEREOF, the undersigned parties have executed this Agreement on the date specified above.

**SHOOTE REEL PRODUCTIONS LLC**

Name: Shooter Reel

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

Title: Chairman and Chief Executive Officer

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

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

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