

MONMOUTH FILMS

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "**Agreement**") is entered into as of the date of final signature below (the "**Effective Date**"), by and between:

DISCLOSING PARTY

Monmouth Films LLC

Ocean Township, New Jersey

RECEIVING PARTY

Entity Name: _____

Address: _____

1. PURPOSE

The parties intend to enter into discussions regarding a potential business relationship, intellectual property option, licensing arrangement, or co-production agreement involving the Disclosing Party's development library, including original concepts, screenplays, treatments, and multimedia pitches (collectively, the "**Authorized Purpose**").

2. CONFIDENTIAL INFORMATION

"**Confidential Information**" refers to any proprietary information, material, or data disclosed by one party to the other that is marked as confidential or should reasonably be understood as confidential given the nature of the information. This includes, without limitation: screenplays, loglines, synopses, episodic bibles, financial structures, budget breakdowns, tax incentive strategies, casting wish-lists, teaser footage, and the existence of active acquisition discussions.

3. OBLIGATIONS OF NON-DISCLOSURE AND RESTRICTED USE

The Receiving Party agrees to hold all Confidential Information in strict confidence and shall use at least the same degree of care to protect it as it uses to protect its own proprietary data. The Receiving Party shall use the Confidential Information solely to evaluate the project for the Authorized Purpose and shall not disclose, duplicate, or distribute the information to any third party without prior written consent from the Disclosing Party.

4. PERMITTED DISCLOSURES

The Receiving Party may disclose Confidential Information only to its direct corporate officers, legal counsel, and internal creative executives who have a specific "need to know" to evaluate the project, provided those individuals are bound by confidentiality obligations at least as restrictive as those outlined in this Agreement.

5. TERMINATION AND TERM OF PROTECTION

This Agreement governs all disclosures made between the parties within a period of two (2) years following the Effective Date. The Receiving Party's legal obligation to maintain the confidentiality of the disclosed information shall survive for a period of three (3) years from the initial date of disclosure, or until such time as the Confidential Information legitimately enters the public domain through no fault of the Receiving Party.

6. GOVERNING LAW AND JURISDICTION

This Agreement, and all disputes arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located within Monmouth County, New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

DISCLOSING PARTY

Monmouth Films LLC

RECEIVING PARTY

By: _____
Daniel Salomon, Founder & CEO

By: _____
Authorized Representative Name & Title

Date: _____

Date: _____